A Special Message to You and Your Family:

Among the many advantages of being a regular full-time non-represented employee at The Grand Rapids Press are our outstanding benefits. Over the years, we have designed benefits that protect and provide for you and your family.

The purpose of this document is to describe, in summary fashion, the numerous benefits that you can use and enjoy. We encourage you to review this document with members of your family. If you have any questions about the details, such as how a benefit applies to your particular situation, please talk to your supervisor, your department head or our Human Resources Office.

When you have a suggestion, idea or problem with a benefit or anything else at work, you should speak up! Go right to your supervisor, your department head, Human Resources or me. We are always interested in listening to you, answering your questions and helping you.

Sincerely,

Dan Gaydou
Publisher
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Introduction

Over the years we have been pleased to extend important benefits to our regular, full-time employees. You are a “regular full-time employee” if you are scheduled to work 40 hours or more per week and you are not otherwise excluded from benefits. In particular, full-time employees who have been hired as “Temporary Employees,” as “Interns,” who are “Retirees” of the Company, or who are part-time employees and are only working full-time hours for a temporary period of time are not eligible for the benefits described in this booklet, nor are full-time employees who are covered by a collective bargaining agreement.

For purposes of this booklet, the definition of “employee” does not include (i) individuals engaged in any aspect of distribution of newspapers who are not compensated on an hourly or salaried basis and whose compensation is substantially based upon the difference between the wholesale and retail rate of the newspaper, the number of copies or items delivered, the number of delivery locations served, or a flat payment; (ii) individuals engaged in any aspect of the preparation of written or photographic material submitted for publication in a newspaper who are not compensated on an hourly or salaried basis and whose compensation is substantially based upon a per article or per photograph fee, the number of words written, the number of photographs, slides, negatives or rolls of film submitted, or a flat payment; and (iii) individuals who are a signatory to, or are engaged by a company or other entity that is a signatory to, a contract, letter agreement or other document that acknowledges their status as an independent contractor not entitled to benefits described in this booklet or were not otherwise classified by the Company as common law employees and with respect to whom the Company does not withhold income taxes and file Form W-2 (or any replacement form), with the Internal Revenue Service and does not remit social security payments to the Federal government, even if such individuals are later adjudicated to be common law employees.

At-Will Status

The Company reserves the right and discretion to modify, improve or eliminate any benefit, compensation plan, practice or policy with appropriate notice. Employment with the Company is not for any definite period of time. Rather, you or the Company may end the employment relationship at any time, with or without notice.

Domestic Partners Benefits

If you are in a committed relationship with a same sex domestic partner and share a mutual obligation of support for the basic necessities of life (the same level of commitment expected in a legal marriage), your partner may be eligible to receive medical,
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dental, and vision insurance. Funeral leave also includes time off for the death of a same sex domestic partner.

To cover a same-gender domestic partner as an eligible dependent, you must complete and submit an Affidavit of Domestic Partnership form each year. Additional information about eligibility requirements and other details of the policy, as well as forms to apply for this benefit are available from Human Resources. Please refer to the Company Internal Contact Listing Section.

Your Pay

We are committed to paying fair and appropriate salaries. Your salary will be reviewed annually. In the meantime, we encourage you to discuss salary matters with your supervisor at any time. You are encouraged to have your paycheck 100% deposited directly into a financial institution of your choice by completing a Direct Deposit Form. This form is available on the “Mylinks” page which can be accessed through the Intranet.

Flex Benefits

Flex Credits offer benefit options more suited to a wide range of lifestyles and needs, while at the same time, help manage the high cost of these benefits. This approach puts you in control of your choices so you can build a personalized benefit program that meets your needs and those of your family.

The more information you have about the cost of benefits, the more likely you are to choose the right level of benefits for yourself and your family. This is important because choosing the right level of benefits is one way you and the Company can assure you receive the financial protection you need to help manage healthcare costs, and help ensure that the Company benefits remain comprehensive and competitive.

This approach also makes it possible to offer a wide variety of programs. For example, we offer additional benefit options, such as supplemental life insurance and disability income protection programs, which can provide valuable coverage for you and your family.

Finally, offering benefits with Flex Credits helps us remain competitive in our challenging industry, as the cost for benefits continues to rise.

You can think of Flex Credits as a subsidy, paid for by the Company, which is intended to help you with the cost of coverage under the Flex Benefits program. Flex Credits work like real dollars which you can allocate toward the benefits you need. (Note that
Flex Credits “represent” dollars, but are not actual dollars placed in an account that you “own”.

When you enroll, you will see the Flex Credit value in addition to the dollar value for each benefit. (The dollar value shows what you would pay if you did not have Flex Credit to purchase the benefit.) You will “buy” your benefits first using your Flex Credits. The remaining cost of your benefits elections will be paid for through regular payroll contributions, either before or after taxes are withheld, depending on the benefit.

Currently you will receive Flex Credits that will help you pay for the following benefits:

- Medical coverage under Aetna or Blue Cross Blue Shield of Delaware for yourself and your eligible dependents
- Dental coverage for yourself and your eligible dependents
- Vision coverage for yourself
- 100% Short Term Disability coverage for yourself.

Your Flex Credits will help fund these benefits no matter which level of coverage you elect:

- Employee
- Employee plus One Dependent
- Employee plus Two – Four Dependents
- Employee plus Five or More Dependents

If you elect to waive certain benefits you may be left with a balance of Flex Credits. Any remaining Flex Credits may be converted to cash and used to purchase other benefits on a pre-tax basis, other benefits on an after-tax basis, or to simply increase your take-home pay.

You become eligible for most Flex Credit benefits on the first of the month following 90 days of full-time employment. For most benefits you must make an election within 30 days of your eligibility for benefits. Benefit elections may not be changed except during the annual open enrollment period or if a “qualifying event” occurs in your life (i.e. marriage, divorce, birth or adoption of a child, or a dependent child ceases to be a dependent). Qualifying events are further explained in the benefit sections where these changes are allowed. You will also find a Table in the Appendix Section of this booklet showing the Costs and Flex Credits for the current year.
Vacation Days

We have a program of paid vacations as a reward for your continuous service, to provide you with an opportunity for rest and relaxation.

The amount of vacation earned by full-time employees depends upon length of service (determined as of December 31 of the preceding year) as follows:

**After First Calendar Year: 3 weeks (120 Hours)**
**After Five Calendar Years: 4 weeks (160 Hours)**

In your first year of employment, you earn ten hours of paid vacation for each full month of service completed.

Unused vacation days may not be carried over beyond the current year, nor will they be paid out at the end of the year. All vacation requests must be approved in advance by your supervisor. Scheduling will be determined based upon staffing and business needs and preference will be given based upon tenure wherever possible. Please consult your supervisor for details.

Paid Holidays

As a full-time, non-represented employee, you are eligible for six paid holidays each year:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

In addition, your birthday is considered a paid holiday and may be observed on your birthday or on another day that has been pre-approved by your supervisor.

If you are scheduled to work during a holiday and do work, you will receive your pay for all hours worked, as well as Holiday pay or equivalent time off.

Sick Days

As a full-time, non-represented employee, you become eligible for this benefit the first of the month following 90 days of completed full-time employment.

If eligible, you will be paid up to ten sick days each year for absences due to your own illness or injury. In the event that you exhaust these ten days (80 hours), any additional sick days will be
unpaid. (You may use vacation time to cover these days with your supervisor’s approval.)

At the Company’s discretion, we may allow use of sick days for other emergencies or urgent problems, such as to care for a sick child. In making such determinations, supervisors will consider a number of factors, including the nature of the issue requiring time off and the number of times you have asked for such exceptions in the past.

You are encouraged to schedule doctor or dental appointments during non-work hours whenever possible. **Time off for medical appointments will be deducted from your available sick days.**

Unused sick days may not be carried over beyond the current year, nor will they be paid out at the end of the year.

You may be required to provide a medical certification to support the use of sick days.

**Short-Term Disability**

The Newspaper offers Short-Term Disability (STD) at no cost to you and the option of purchasing Long-Term Disability (LTD) coverage. These benefits provide income protection to help you meet expenses if you can’t work due to a covered injury or illness. You become eligible for STD and LTD the first of the month following completion of 90 days of full-time employment.

**Short-Term Disability**

If you take more than five consecutive days off due to a non-work related illness or injury, you can no longer use sick days to cover your absence and you must instead apply for the Company provided STD benefits.

The Company’s STD administrator makes all decisions concerning eligibility for the payment of disability benefit claims. If approved, STD coverage is effective from the 6th day of your absence and may provide benefits for up to 52 weeks from the date of onset of the disability.

Benefits are reduced by the amount of any benefit entitlements you receive under state and federal law and any other Newspaper-provided benefits (e.g., Social Security, Workers’ Compensation, and/or Disability Pension).

You must be actively at work – present at your job – on your first day of coverage in order for disability coverage benefits to take
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effect. For open enrollment elections, this means you must be actively at work on January 1st for coverage to take effect that day. If you are absent on January 1st, your coverage will not take effect until you return to work.

You may choose STD coverage at either 100% or 60% of your salary. The company provides you with enough Flex Credits to cover the cost of the 100% STD Plan. If you prefer, you can reduce your benefit to the 60% STD Plan and receive additional Flex Credits to allocate toward other benefits or paid directly to you in your paycheck. You may change your election percentage during each open enrollment period.

If the time you take off is covered under the Newspaper’s Family and Medical Leave policy, your Family and Medical Leave will run concurrently with your STD payments. Further details are outlined in the Family and Medical Leave section of this booklet.

Long-Term Disability

The Company offers you the option of purchasing Long-Term Disability (LTD) coverage. This optional benefit provides income protection to help you meet expenses if you can’t work due to an illness or injury that lasts longer than 52 weeks.

You must be actively at work – present at your job – on your first day of coverage in order for disability coverage benefits to take effect. For open enrollment elections, this means you must be actively at work on January 1st for coverage to take effect that day. If you are absent on January 1st, your coverage will not take effect until you return to work.

You may enroll in LTD coverage without providing Evidence of Insurability the first time the benefit is available to you. This is a one-time opportunity to enroll for this coverage without having to provide evidence of your good health. If you choose to enroll later, during an open enrollment period, your coverage will be contingent on The Hartford approving your completed Evidence of Insurability form.

After 52 weeks of illness or injury, if your LTD claim is approved, the LTD Plan will pay you up to 60% of your salary (offset by any other disability benefits). If you become permanently and totally disabled, the LTD Plan pays monthly benefits for a period of time that depends on the age at which you became disabled.

If you qualify for LTD benefits, you may also be eligible to receive benefits from other sources, such as Social Security or Workers’ Compensation. If so, your LTD benefits are reduced by
any disability income you receive from these other sources, so that the total amount you receive from all sources does not exceed 60% of your salary, up to a maximum monthly benefit of $10,000. For example, if you receive a disability benefit equal to 40% of your monthly salary from Social Security, your LTD coverage pays an additional 20%, for a total benefit of 60% of your salary.

Because you pay for this benefit with after-tax dollars, you are not taxed on the income you receive when the plan pays you benefits.

Please see the Appendix Section of booklet for a Table of costs for the current year.

Funeral Leave

You will be granted time off with pay in the event a death occurs in your immediate family (spouse, child parent, or in-laws). Funeral leave for any individual who is not an immediate family member must be pre-approved by your supervisor. The length of leave granted will depend upon individual circumstances, including the individual’s relationship to you and whether you are required to travel to attend the funeral.

Jury Duty

One of the important elements of good citizenship is serving on a jury. If you are called, the Company will pay for lost wages as a result of your jury duty. You will be paid at your regular rate of pay without premium up to a maximum of 8 hours per day. You may keep whatever pay you receive from the court.
Healthcare Eligibility Rules

One way of protecting our benefits is to make sure that only eligible individuals are enrolled in the plan(s).

As a non-represented full-time employee, you are eligible to participate in the Company’s healthcare plan(s) the first of the month following 90 days of completed full-time service. If you are promoted from part-time to full-time service, and currently are enrolled in one of the medical plans, you will be immediately eligible to enroll at the full-time benefit level.

Medical Eligibility Only

Additionally, you may choose to cover the following dependents as long as you are enrolled for coverage yourself:

- Your spouse (if your spouse is not covered by another health plan).
- Your same-gender domestic partner (per rules as explained in the Domestic Partner Section). According to the IRS, if your same-gender domestic partner is not a tax-qualified dependent:
  - You pay for coverage for your domestic partner and his/her child(ren) with after-tax dollars
  - You will pay taxes on the value of medical coverage for your domestic partner and his/her child(ren).
- Your unmarried dependent children, step-children, foster children, and/or children of your same-gender domestic partner through age 25. (Adult children to age 26 are eligible regardless of whether they are students or not, married or not, living in the employee’s home or not – provided they are not eligible for healthcare coverage through their own employer’s plan.). Coverage will end on the last day of the month in which the child turns 26.
- Any recognized children you are required to cover under the plan due a Qualified Medical Child Support Order (QMCSO).
- Your unmarried incapacitated children over age 25. An incapacitated child is one who in incapable of self-sustaining employment because of a mental or physical disability. The child’s disability must have started before he/she became age 26, and the child must depend chiefly on you for support. For an incapacitated child to remain covered beyond age 25,
you must provide proof of the child’s incapacity to your medical plan within 30 days of the child’s 26th birthday. Proof of the child’s continuing disability may be required periodically.

Dental & Vision Eligibility

Spousal and domestic partner eligibility rules are the same for dental and vision coverage. However, the criteria for coverage of dependent children are as follows:

- Your unmarried dependent children, step-children, foster children, and/or children of your same-gender domestic partner through age 18. Eligibility for unmarried dependent children and step-children under age 19 is based solely upon age, therefore eligibility for such dependent children ends on the last day of the month in which the dependent turns 19.

- Your unmarried dependent children, step-children, foster children, and/or children of your covered same-gender domestic partner between the ages of 19 and 26 who are enrolled as full-time students: Eligibility for unmarried dependent students is based on age and maintaining full-time student status. Eligibility for dependent children enrolled as full-time students ends on the last day of the month in which the dependent turns 26; OR the end of the month the student leaves school or carries insufficient credit hours - whichever comes first.

- Any recognized children you are required to cover under the plan due a Qualified Medical Child Support Order (QMCSO).

- Your unmarried incapacitated children over age 19. An incapacitated child is one who is incapable of self-sustaining employment because of a mental or physical disability. The child’s disability must have started before he/she became age 19, and the child must depend chiefly on you for support. For an incapacitated child to remain covered beyond age 19, you must provide proof of the child’s incapacity to your medical plan within 30 days of the child’s 19th birthday. Proof of the child’s continuing disability may be required periodically.

All employees enrolled in our healthcare plans will be asked to provide verification of all enrolled dependents. The Company engages the services of an independent third party administrator to formally audit dependents on a periodic basis.

You will receive a letter from the independent third party administrator with instructions on how to submit verification...
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materials. Employees with enrolled ineligible dependents may be subject to repayment of any premiums paid by the Company, claims paid by the plan, and disciplinary action up to and including termination.

Medical Coverage

Your health is of primary importance — to you and to us. You may choose from medical plans through Aetna, Inc. and Blue Cross Blue Shield of Delaware for you and your eligible dependents. Details are explained in the Medical Plans Section.

Dental Coverage

We encourage you and members of your family to visit a dentist regularly for checkups and treatment as needed. To assist you, the Company offers a Dental Plan through Aetna, Inc., which covers the most frequently used services including checkups, cleanings and x-rays. Details are explained in the Dental Plan Section.

Vision Coverage

The Company also offers a separate vision plan through Vision Service Plan (VSP) as well as a discount program. Details are explained in the Vision Plan Section.

Flexible Spending Accounts (FSAs)

Flexible Spending Accounts (FSAs) can save you money by allowing you to use before-tax dollars to cover certain expenses. The Company offers both a Healthcare FSA and a Dependent Care FSA. Details are explained in the FSA Section.

Life Insurance

The Company automatically provides you with basic life insurance if you die while an active employee, in an amount equal to your September 1st annualized salary.

There is a separate accidental death and dismemberment (AD&D) insurance policy which provides additional coverage if you die or suffer the loss of a limb(s) as a result of an accident.

Additional life insurance covers you if your death is the result of an accident that occurs while you are traveling on authorized company business.

You may also be able to purchase additional supplemental life insurance for yourself, your spouse or tax-qualified same-gender domestic partner, and your dependents under age 19.

This coverage is explained in detail in the Life Insurance Plan Section.
Long-Term Care Insurance

The Company offers you the option of purchasing Long-Term Care (LTC) insurance. LTC helps cover the cost of care for the help or supervision provided for someone with severe cognitive impairment or the inability to perform day-to-day activities like bathing, eating, and/or dressing.

LTC is designed to help cover care by a professional or informal caregiver, such as a friend or family member, provided in any of the following settings:

- At home
- In an adult day care center
- In an assisted living facility
- In a nursing home
- In a hospice

You, your spouse, parent, in-laws, and grandparents are eligible for this benefit.

You must contact the insurance company directly to enroll for LTC coverage, identify the people you want to cover, and arrange payments. You and your family members must provide Evidence of Insurability to enroll. Once you and/or your family member(s) have been approved by the insurance company, they will bill you directly for the cost of the coverage. The Company is involved only to the extent of offering coverage under a group plan.

If you would like more information on LTC insurance, refer to the contact information available in the External Contacts Appendix Section of the booklet.

401(k) Plan

The Company encourages you to take advantage of an optional retirement savings and investment plan to save for your retirement.

The Plan, known as a 401(k) plan, is referred to as the Advance 401(k) Plan. This Plan makes it possible for you to save easily and conveniently through payroll deduction.

The 401(k) plan allows you to make traditional contributions on a “pre-tax” basis, which allow you to shelter your savings from current income taxes. The savings become taxable when you withdraw the funds at retirement.

You also have the option to make Roth contributions under the 401(k) plan. Roth contributions can be made with after-tax
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dollars, and later withdrawn from your account at retirement tax-free. You may choose to participate in either option or both. However, your total annual contributions are limited by the IRS.

In addition, the Company will contribute $1.00 for every dollar that you contribute to this Plan up to the first 2% of your eligible compensation and $.50 for every dollar that you contribute to this Plan of the next 4% of your eligible compensation. The specific details are explained in the 401(k) Plan Section.

Pension Plan

Effective May 15, 2009, new participants were not permitted to enter and all future benefit accruals ceased under the Advance Pension Plan.

Further information regarding how this affects you can be found in the Pension Plan Section of this booklet.

Leaves of Absence

There are two types of leaves of absences available to meet your professional and personal needs. These are:

Personal Development Leave

A personal development leave allows you to pursue college academic study or to undertake activities to enhance your professional development. This is an unpaid leave and you will not be eligible for benefits while absent on this leave.

To be considered for this type of leave, you must have been employed by the Company on a full-time basis for a minimum of five consecutive years. Personal development leaves may be granted for periods of 12 months or less, once every five years.

If interested, please submit a written request to the Publisher outlining the nature of the college study or development activity you plan to undertake at least 60 days before the expected start of the leave. Your request will be promptly reviewed and is subject to approval by the Publisher. The decision to grant this type of leave is solely within the discretion of the Publisher.

You may extend your medical, dental, vision benefits through a “COBRA” extension, which provides for benefit continuation for up to 18 months.

Life Insurance and Supplemental Life may continue on a reimbursed basis, paid in advance.
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General Leave

You may apply for a general leave for personal business if you have been employed by the Company for 12 consecutive months. Such a leave cannot last longer than 90 days and only one leave will be granted to any individual within a five-year period. Granting of this leave is within the sole discretion of the Company and will be based on the business needs and staffing levels.

To apply, submit a written request and rationale to the Publisher at least 60 days before the expected start of the leave. A prompt determination will be made.

A general leave is unpaid. You will be required to use any accrued vacation while taking a general leave.

If you wish to continue medical, dental, vision and life insurance coverage during a leave, you may prepay the appropriate premiums quarterly.

For both personal development and general leaves, you are expected to inform the Company of your intention to return at least 30 days before the leave is to expire. Upon re-employment, you will resume work with the same or similar position and at your prior pay. Vacation eligibility will be restored based on prior service (less the period of leave), but, in the case of general leaves, no vacations may be taken for at least six months following the end of the leave. Pension eligibility will be restored based on the terms of the Plan document. Unless you specifically continued medical, dental, vision, and/or life insurance programs, benefits will become effective immediately upon your return to work.

Military Leave

The Company will grant you a Military Leave of absence for your service in the United States uniformed services in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state laws pertaining to military leave. Employees must provide notice of their need for leave as far in advance as is reasonable under the circumstances. As a general rule, the maximum leave will be five years.

Military Leave is unpaid and is not counted as vacation time, although employees may specifically request that their vacation time be used while on Military Leave.

You have the option to continue your health insurance coverage and other benefits (such as dental, vision, and life insurance benefits) while you are on Military Leave, for up to 24
months, on the same terms as if you had continued to work, provided you were enrolled in such benefits before your Military Leave began. You will be responsible to pay your share of the premiums while on leave for the first 24 months. If your leave extends beyond 24 months, you will have the option to elect to continue your benefits (such as medical, dental, and vision) under COBRA. Military Leave will count as service for pension and vacation eligibility.

Employees who return to work within the prescribed statutory periods and who present a certificate of satisfactory completion of service will be eligible for re-employment in accordance with federal, state or local law.
Family and Medical Leave

Family and Medical Leave is designed to help employees balance the demands of the workplace with the needs of their families. If you are eligible, Family and Medical Leave will provide you job protection during times of need.

Eligibility

You are eligible for Family and Medical Leave after you have been employed with the Company for at least 12 months and provided you have worked at least 1,250 hours in the 12 months preceding the requested leave.

Reasons for and Amount of Leave

You may take up to 12 weeks of Family and Medical Leave during a 12-month period, calculated on a rolling basis, measured backward from the date the Family and Medical Leave begins, for the following reasons:

- To care for your own “serious health condition”
- To care for a child, spouse, or parent with a “serious health condition”
- For the birth, adoption or foster care placement of a child (within 12 months after the birth or placement of the child). If you and your spouse are both employed by the Company, you are entitled to a total of twelve weeks of leave (rather than twelve weeks each).
- For any “qualifying exigency” arising out of the fact that your child, spouse, or parent is on (or has been notified of an impending call to) covered active duty in the Armed Forces. “Covered active duty” in the regular Armed Forces is limited to deployment in a foreign country and “covered active duty” in the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) is limited to deployment in a foreign country in support of a contingency operation.

In addition, you may take up to 26 weeks of leave, calculated in a single 12-month period, to care for a spouse, child, parent, or next of kin who is a “covered service member” with a “serious injury or illness.” “Covered service members” includes veterans who were members of the Armed Forces during the last 5 years and who are undergoing medical treatment for a serious injury or illness.
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If the reason for your leave qualifies for a leave under state and federal law, the state and federal leaves will run simultaneously.

Requesting Leave And Notice Requirements

Requests for Family and Medical Leave should be submitted in writing to Human Resources. When the need for leave is foreseeable, such as in maternity situations or planned surgery, at least 30 days notice is required. If unforeseen events make 30 days notice impossible or impracticable, then notice should be given as soon as possible, which is generally within one or two business days after learning of the need for leave. Failure to give timely notice may cause the leave to be delayed.

Medical Certifications

If you request Family and Medical Leave to care for your own serious health condition or that of a family member, you will be required to provide a completed and approved medical certification by a licensed healthcare provider within fifteen calendar days of the Company’s request for certification. Certification forms can be obtained from Human Resources. Failure to provide a timely certification may result in the denial of your leave until such certification is provided. If the certification is ambiguous or questionable, the Company may require a second opinion by an independent physician of its choice. The Company may require periodic re-certification. In addition, if you are taking Family and Medical Leave to care for your own serious health condition, before returning to work you will be required to provide a certification from your physician stating that you are physically able to resume work and to perform the essential functions of your job.

Staying in Contact While on Leave

While on Family and Medical Leave you are expected to advise the Company of your status and intent to return to work on a regular basis. All communications should be made through Human Resources. If you are on a Family and Medical Leave due to your own serious illness and are unable to call, a relative or friend may call on your behalf.

Pay While on Leave

Family and Medical Leave is unpaid. If you have accrued paid time off available – including sick pay and/or vacation pay – you will be required to substitute your paid time off while taking Family and Medical Leave. This means that your paid time off will
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run concurrently with your Family and Medical Leave. The Company’s standard procedures for use of paid time off still apply. If you do not have any paid time off available or you do not meet the Company’s requirements for using paid time off, you may still be eligible for unpaid Family and Medical Leave.

If you qualify for disability benefits or workers compensation benefits while on Family and Medical Leave these will also run concurrent with your Family and Medical Leave. You will not be required to substitute your sick pay or vacation pay if you are collecting disability or workers compensation benefits.

Benefits While on Leave

The Company will maintain your group health insurance and other benefits (such as dental, vision, and life insurance benefits) while you are on Family and Medical Leave on the same terms as if you had continued to work, provided you were enrolled in such benefits before your Family and Medical Leave began. You will be responsible to pay your share of the premiums while on leave. If payments are not made timely, your coverage may be canceled, provided the Company notifies you at least 15 days before your coverage expires. In some instances, the Company may recover the premiums it paid on your behalf if you fail to return to work after your Family and Medical Leave ends.

Intermittent Leave or Reduced Work Schedules

If medically necessary for you or a family member’s serious health condition, you may take FMLA Leave intermittently or by working a reduced work schedule. Requests to take Family and Medical Leave intermittently or on a reduced schedule basis for any other reason (such as to care for a newborn child) will be determined at the sole discretion of the Company, based on its business needs.

If leave is taken on an intermittent or reduced work schedule, the Company may require you to transfer temporarily to an alternative position (with equivalent pay and benefits, but not necessarily the same duties) which better accommodates recurring periods of absence or part-time schedule.

Right to Return to Work

Before returning to work for a leave taken for your own serious health condition you will be required to provide the Company with a return to work certificate from your health care provider stating that you are able to resume work and perform the essential functions of your job. Reinstatement may be denied until the required certification is provided.
Full-time Benefits – Family and Medical Leave

Upon your return from leave, the Company will place you in the same job or an equivalent job to the one in which you are presently employed. The Company will not guarantee reinstatement if your Family and Medical Leave extends beyond 12 weeks, or 26 weeks if the leave is to care for an ill or injured service member, except as required by federal, state or local law.

In addition, if you are a “key employee,” you may be denied reinstatement if it would impose a substantial economic injury to the Company.

Failure to Return to Work

If you fail to return to work at the end of your scheduled leave, you may be considered to have voluntarily abandoned your employment as of the last day of the scheduled leave. In addition, the Company may recover from you the cost of any payments made to maintain your health care coverage during the leave, unless your failure to return to work was due to reasons beyond your control.
Wellness Programs

The Company cares about you and your well-being. We want you and your dependents to enjoy healthier lives and we have developed two voluntary programs that can help you and your dependents achieve better health – and fewer health care claims in the years ahead.

Program 1 – Helping you to Manage Chronic Health Conditions

You or members of your family will be eligible for this program if you have been diagnosed with one of these five Chronic Health Conditions:

- Diabetes
- Congestive Health Failure (CHF)
- Coronary Artery Disease (CAD)
- Chronic Obstructive Pulmonary Disorders (COPD)
- Asthma

Alere Health Care administers the program which will be like having a personal support team – registered nurses, health educators and dieticians to educate you 24 hours a day, seven days a week on a condition or diagnosis. For contact information please refer to the Company External Contact Listing Section.

Program 2 – Staying Healthy

Quality Health Solutions (QHS), one of the nation’s premier Wellness Providers, coordinates this program for us. You, your spouse or qualified domestic partner, and your dependents age 19 or older, must participate with QHS to be in compliance with the Company Wellness Plan. To participate in the program you will need to complete an annual confidential Quality Health Survey and Biometric Screening. In addition, employees must complete three sessions in one program (30 days apart) with one of the Quality Health Programs or a Quality Health Coach. The Company will conduct an annual “Health Fair” (at no cost to you) to make participation as convenient as possible.

Participants will all receive a Personal Health Evaluation. You will be notified if you, and/or your spouse or qualified domestic partner, and your dependents age 19 or older are at high-risk or mid-risk for serious health problems and are a strong candidate for a lifestyle change. Such change can be difficult, and QHS can give you tools you’ll need to succeed through personalized coaching designed to help you stay healthy while you reduce lifestyle risk factors and prevent future disease.
Full-time Benefits – The Wellness Plan

These tailored programs include Smoking Cessation, Weight Management and Exercise Management. Also available are programs to deal with Stress, Depression and Medication Adherence.

While these programs are completely voluntary, if you, and/or your spouse or qualified domestic partner, and your dependents age 19 or older, choose not to participate in becoming actively involved in managing your personal health care, you will be charged a “Pass Along” rate for medical coverage. This pass along rate will continue for the period of your healthcare coverage.

You and your dependents must be in compliance with QHS and Alere (if applicable) by August 31st of the current year to avoid receiving the “Pass Along Rate” in the following year beginning January 1st. Also, if you are not in compliance with QHS and Alere (if applicable) you will not be eligible to elect the High Option HRA Plan.

In order to comply, avoid the “Pass Along Rate” and be eligible for the High Option HRA Plan, the following is required.

1. Complete the QHS survey by August 31st of each year. This step is required for you, your spouse or same-gender domestic partner, and your dependents age 19 or older.

2. Complete the Biometric screening and submit to QHS by August 31st of year. This step is required for you, your spouse or same-gender domestic partner, and your dependents age 19 or older.

3. Complete three separate sessions in one program (30 days apart) with one of the Quality Health Programs or on-line with a Quality Health Coach. This step is required for employees only.

4. And, all employees and dependents (regardless of age) must be in compliance with Alere if they have one of the five chronic diseases previously listed.

Please see the Company External Contact Listing Section for additional information and to review the Wellness Program Participation Guide.
Medical Insurance

This section highlights the most important provisions of the Medical Insurance Plans. Complete details are explained in the group policy in effect with our insurance carrier. The complete “Summary Plan Descriptions” (SPD) for each Plan can be found on the Intranet. The information contained in this booklet is intended as an overview of the Medical Insurance Plans. The terms of the group policies govern all provisions of the Plans. The Company certainly expects and hopes to continue the benefits of the Medical Insurance Plans, but we reserve the right to modify the Plans or change a carrier.

Medical Plans

The value of medical care for you and your family continues to increase dramatically each year. At our company, it is one of the most important benefits that you elect as a full-time non-represented employee.

The Company offers you the choice of three Preferred Provider Organization (PPO) medical plans, from each of two highly regarded providers Aetna, Inc., and Blue Cross Blue Shield of Delaware. Each plan offers different levels of coverage and premium costs to meet you and your family’s needs. The High and Medium PPO Plans include a Health Reimbursement Account (HRA) that allows you to use Company contributed tax free dollars to help pay for medical expenses today or build an account to help cover medical expenses in retirement. The Basic Medical Plan does not include the HRA contribution.

- The Aetna High PPO Medical Plan with HRA
- The Aetna Medium PPO Medical Plan with HRA
- The Aetna Basic PPO Medical Plan
- The BCBS of DE High PPO Medical Plan with HRA
- The BCBS of DE Medium PPO Medical Plan with HRA
- The BCBS of DE Basic PPO Medical Plan.

Each Plan covers medical care, such as doctor visits, hospital stays, and prescription drugs. While coverage levels are similar between the corresponding Aetna and BCBS of DE High, Medium, and Basic plans, the provider networks differ. When choosing your medical plan, you may wish to review both provider networks to see if your physician and other medical providers participate. Electing the plan with a network in which your providers participate ensures you can take advantage of higher in-network reimbursement levels.
Full-time Benefits – Medical Plans

“High,” “Medium,” and “Basic” Coverage refer to the level of benefits you receive under the plan options. The High Coverage plans provide the highest level of benefits of the three options, and has the highest premium cost. As the name suggests, the Basic Coverage plans give you the option of lower benefits coverage for a lower premium cost. The Medium Coverage plans fall between High and Basic in terms of both benefit level and premium cost.

How the Plans Work

All six plans cover essential services and feature a provider network, preventive care coverage, a deductible, coinsurance and copayments, an out-of-pocket maximum and prescription drug coverage. If you enroll in either the High or Medium PPO Plans, the Company automatically makes a contribution to a Health Reimbursement Account (HRA). The Basic PPO Plan does not include an HRA account. HRAs are further explained later in this section.

When Coverage Begins

As a full-time, non-represented employee, you become eligible for medical benefits the first of the month following 90 days of full-time employment unless you are away from work due to illness on that date. In that case, coverage will begin when you return to work. You may also enroll your eligible dependents as defined previously in the Dependent Eligibility Section.

Enrollment

You will receive Flex Credits to help cover the cost of medical coverage. If you waive coverage, you will have a Flex Credit balance which you may allocate toward other benefits, or to simply increase your take-home pay.

For NEW enrollees, to elect coverage under one of the six medical insurance plans, you must enroll by completing and returning the Company Benefits Enrollment Form prior to your eligibility date. This form is available on the “Mylinks” page which can be accessed through the Intranet.

If you choose not to enroll at your first eligibility, you may not enroll until the next open enrollment period (unless you lose your medical coverage while covered under another plan).

How to Change Your Coverage

If your family status changes because of marriage, birth, adoption, death, divorce or your dependent(s) ceases to meet eligibility requirements, or if there is a significant change in the cost or coverage of your benefits, your coverage may be adjusted. You
Full-time Benefits – Medical Plans

must submit the appropriate form and documentation to Human Resources within 30 days of the event to keep your enrollment up to date. This form is available on the “Mylinks” page which can be accessed through the Intranet.

Any other changes may only be made during the annual open enrollment period.

Health Reimbursement Account (HRA)

In addition to medical coverage, the Company subsidizes your healthcare expenses through a Health Reimbursement Account (HRA) if you elect either of the High or Medium PPO Plans.

The Company will automatically fund your HRA when you enroll in the High or Medium PPO medical plan options. You may use the account to cover allowable eligible healthcare expenses not otherwise paid for by your medical plan, including medical care, and prescription drugs. Eligible expenses are those expenses that are applied to your deductible, copayments, and coinsurance amounts. Your unused HRA funds rollover from year to year, if you have a remaining balance.

Your HRA funding depends on the medical plan coverage level you choose. Please see the summary charts in the Appendix Section of this booklet.

The Basic PPO medical plan does not include an HRA.

Using your HRA funds –

When choosing your medical coverage, you will also want to consider how Aetna and BCBS of DE manage your HRA funds.

With Aetna your HRA works simultaneously with claims processing. As Aetna processes your claims, the system will automatically deduct eligible expenses from your HRA account.

With Blue Cross Blue Shield of Delaware you self direct when HRA funds are used. Once a claim has been processed by BCBS you choose whether to withdraw money from your HRA account to cover eligible expenses or pay for them directly and save HRA monies for future claims. BCBS uses the “Benny” Master Card to withdraw money for covered medical charges including pharmacy coinsurance balances.

Important: Your HRA and the Healthcare Flexible Spending Accounts are not the same thing. An HRA is
Full-time Benefits – Medical Plans

automatically established for you when you enroll in either the High or Medium PPO medical plans. If you choose to take advantage of using pre-tax dollars to pay for other eligible expenses, you must enroll in a Healthcare Flexible Spending Account described in the Flexible Spending Account Section.

The Plans

The Company medical insurance plans are called Preferred Provider Organizations (PPO), with access to “preferred provider,” physicians, hospitals, and other treatment centers which will accommodate your health care needs for special prices and at preferred benefit levels.

Provider directories can be found online at each of the health carrier’s respective websites.

The Company Pharmacy Plan is with Aetna, Inc., regardless of which insurance carrier you choose for medical.

Comparison charts are provided in the Appendix Medical Plans Section which highlight the coverage, deductibles and co-pays for services provided both in and out of the PPO network for each of the three levels of coverage.

Preferred “In-Network” Rates

Preferred rates are rates that “preferred providers” agree to accept as payment for their services. You are not responsible for any differences between the original amounts billed and the negotiated rates as they are written off by the preferred providers. Your Explanation of Benefits will show the total amount billed and the preferred (negotiated) rate.

Paying for Out-of-Network Care

If you enroll in an Aetna medical plan option, reimbursement for care you received from out-of-network providers is based on what your plan considers “reasonable and customary” (R&C) charges. R&C amounts are based on average prices of what healthcare providers charge in a certain geographic area. In addition to any deductible, copayment, or coinsurance that applies to the care or service you receive from an out-of-network provider, you are also responsible for paying any provider charges that exceed R&C limits.

If you enroll in a BCBS of DE medical plan option and receive out-of-network care, BCBS of DE will reimburse you up to
Full-time Benefits – Medical Plans

the in-network maximum amount. You are responsible for paying any costs over this amount.

Amounts you pay in excess of R&C (Aetna) or the in-network maximum (BCBS of DE) do not apply toward your out-of-network out-of-pocket maximum. You may not use funds from your HRA to pay for costs above these limits.

Wellness Care

The Company PPO HRA Plans are designed to encourage you and your dependents to take an active stand in staying healthy. Wellness or preventive care benefits are covered under the plans at 100% with no deductible when using a preferred provider. Coverage includes annual routine physicals, periodic testing and immunizations so that serious medical conditions can be prevented or diagnosed early and properly cured. This coverage works with and is in addition to the Company “Wellness Program” with Quality Health Solutions and Alere.

Following is a listing of some general guidelines regarding annual physicals. For more specific information and age testing recommendations we urge you to visit your providers’ website listed in the Company External Contact Listing Section.

- **Physical Examinations:** One routine examination annually for each covered person regardless of age. Covered expenses include any x-rays, laboratory, and other tests when performed in connection with the examination.

- **Routine Immunizations** (see website for specific coverage)

- **Gynecological Examinations:** One routine examination per year including one Pap smear and related laboratory fees.

- **Routine Mammograms:** The entire cost will be covered, without a co-payment according to the following schedule:
  - One baseline mammogram between the ages of 35 and 40.
  - One mammogram per calendar year at age 40 and older.

- **PSA:** An annual routine test for indication of prostate cancer with lab fees covered, for males 40 and older.

- **Colonoscopy:** Starting at age 50, yearly stool blood test (FOBT), or flexible sigmoidoscopy every 5 years, or yearly stool blood test plus flexible sigmoidoscopy
Full-time Benefits – Medical Plans

- every 5 years or double contrast barium enema every 5 years, or colonoscopy every 10 years.
- **Well Baby Check-ups:** For babies during their first two years.

**Prescriptions**

Regardless of whether you choose Aetna or Blue Cross Blue Shield of Delaware as your medical insurance carrier, your pharmacy coverage will be covered by the Aetna Pharmacy Management Program.

Once you have met your annual deductible, your out-of-pocket cost is determined by the drug cost and the tier in which the drug falls under this three-tier plan. Choosing generic or preferred brands result in lower coinsurance costs, while choosing Non-preferred drugs will result in higher coinsurance costs. The prescription drug coverage has a separate deductible and out-of-pocket annual maximum. This deductible and maximum varies by the level of coverage that you choose (High, Medium, or Basic) and is outlined in the comparison charts in the Appendix Section of this booklet. For employees electing the Basic Plan certain generic and mail order restrictions also apply.

You can save money and time by using the Aetna mail order prescription program or by using Extended Day Supply Pharmacies for maintenance type prescriptions. You will pay a two month co-insurance for a three month (90-day) supply by using these providers. Your doctor must write the prescription as such to receive the 90-day supply.

To participate in the Aetna Mail Order program, simply complete a form and mail it with your prescription to the address on the form. This form is available on the “Mylinks” page which can be accessed through the Intranet.

Or, simply take your prescription to an Extended Day Supply pharmacy to have it filled. Virtually all major chains participate as an Extended Day Supply pharmacy, for a complete listing refer to the website listed in the External Contacts Appendix Section of the booklet.

Please refer to the Appendix Medical Plans Section for more specific information regarding your prescription drug coverage.
What is Not Covered

Your Medical Insurance Plan does not cover:

- Costs incurred for job-related injuries. (Occupational injury is covered under your company’s workers’ compensation policy.)
- Oral surgery (see dental plan)
- Cosmetic surgery
- Routine hearing exams except as part of a routine physical, or vision and dental exams except as provided by the vision plan or the dental plan.
- Hearing care including hearing aides
- Charges due to an injury or illness arising out of an act of war
- Expenses covered by Medicare, the Veterans Administration, or other arm of the government
- Charges due to an injury or illness incurred as a result of the commission of a felony by the covered person
- Certain preventive services and supplies
- Custodial and maintenance care
- Certain charges for treatment of conditions that existed before beginning your employment with us
- Certain treatments for sexual dysfunctions
- Charges for or related to artificial insemination or in vitro fertilization
- Charges relating to the pregnancy of a surrogate mother
- Charges relating to treatment for obesity or for diet and weight control
- Charges for acupuncture unless performed by a qualified physician as anesthesia during covered surgery
- Eye surgery performed to correct refractive errors
- Re-constructive surgery. There are two exceptions. Re-constructive surgery is covered in two cases: 1) to repair a severe birth defect, or 2) to repair an injury which occurs while the victim is an insured family member, if the surgery is performed in the calendar year of the accident which caused the injury, or in the next calendar year.
Full-time Benefits – Medical Plans

- Charges made by health care providers to fill out insurance forms
- Surgical reversal of voluntary sterilization
- Charges for the use of treatments, services, drugs, supplies, devices or facilities which are experimental, investigative, not generally accepted medical practice, or which are not prescribed by the attending physician.

How to File Claims

If you use an “in-network” provider the provider will process all claims.

In the event that you must submit a claim, forms are available on the “Mylinks” page which can be accessed through the Intranet.

First, you will need to obtain an itemized statement from the provider including the procedure code and diagnosis code for each individual charge. You will then need to complete the Employee Section of the claim form, attach the itemized statement to the form and submit directly to the insurance carrier using the claim address listed on your insurance identification card.

If You Have Other Insurance

If you or a dependent have medical insurance from a group plan in addition to the one at our Company, you could receive benefits that would be larger than your total medical expenses. Therefore, the Company’s Medical Insurance Plans have been designed to prevent the duplication of benefits so that the total benefit you receive does not exceed 100 percent of covered expenses. If you have questions about how the benefits under the Plan will be coordinated with any other benefits you may have, please refer to the Company Internal Contact Listing Section.

When Coverage Ends

Your medical insurance coverage will cease at the end of the month in which you leave your employment and do not elect continued coverage (COBRA). Coverage for your dependents will end at the earlier of the following dates:

- The date your coverage ends, or
- When a dependent no longer meets the eligibility requirements. Such reasons include the divorce of a spouse, a domestic partner ceases to qualify, or a child reaching the maximum age for coverage.

We certainly hope to be able to continue these benefits indefinitely, but as with all of the benefits provided by the
Continuation of Coverage

You may elect to continue your medical coverage under COBRA if you lose your coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

Your eligible dependents may choose to continue coverage if their coverage under the Plan ends for any of the following reasons:

- your death
- termination of your employment (for reasons other than gross misconduct) or reduction in your hours of employment
- divorce, legal separation, or cessation of eligibility for a dependent child
- you become eligible for Medicare.

Your rights under COBRA, and those of your eligible dependents, are explained in detail in the COBRA Section of this booklet.

Healthcare After Retirement

Full-time non-represented employees who were hired prior to January 1, 2010 will be eligible to participate in the Company-sponsored Retiree Health Insurance Premium Accounts (RHIPA). In order to access funds from your RHIPA, you must be at least 55 years of age and have 15 or more years of full-time service at the time of separation from employment. (It is not necessary to commence your pension benefit to access your RHIPA).

If you are hired after January 1, 2010, you will not qualify for retiree healthcare benefits.

The RHIPA replaces all other Retiree Healthcare Plans previously offered by the Company. (Employees who retired prior to January 1, 2010 are not affected by this change.)

While an eligible active full-time employee, you will earn retirement credits based on your years of service as well as by participating in Company-sponsored wellness programs, or by making different health insurance benefit elections. These credits will accumulate in your RHIPA. When you retire, you will be eligible to submit invoices for retiree health insurance premiums (i.e. Company-sponsored plan, Medicare, Medicare supplement).
Full-time Benefits – Medical Plans

for you and/or your spouse. These premium invoices will be reimbursed up to a percentage of the annual premium to the extent credits are available in your account. Retirees may continue to submit paid premium invoices on an annual basis until their RHIPA is exhausted.

The RHIPA can be used to fund post-retirement premiums only.

- RHIPA credits for service years prior to 2010, were calculated based on the criteria as outlined in the RHIPA Summary Plan Description. This document is available on the “Mylinks” page which can be accessed through the Intranet.

- RHIPA credits for years 2010 until retirement (separation at age 55 or older and 15 or more years of full-time service) will be earned based on your service, participation in the Company wellness program, and other activities and healthcare choices that will be outlined to you from time to time. Please see the Table in the Appendix Section of this booklet to review RHIPA credit allocations for the current year.

After separation, the Company will no longer allocate credits to the employee’s RHIPA and will no longer make contributions to the employee’s HRA. However, retirees will continue to have access to the HRA account balance post-retirement and may also access their RHIPA to help pay for healthcare coverage.

Employees and eligible retirees will receive annual statements showing credits or remaining credits in their RHIPAs.

The RHIPA is a notional account that can be accessed only at retirement and can only be used to reimburse eligible retirees for health insurance premiums. It cannot be used to reimburse employees or retirees for out-of-pocket medical expenses.

You will not be taxed on the RHIPA. Your retirement credits will accrue tax-free and withdrawals you make to pay for your retiree health insurance premiums will also not be taxed.

If you quit before you qualify for the Company’s retiree healthcare benefit, you forfeit your RHIPA.

You may submit your paid retiree health premium invoices to Blue Cross Blue Shield of Delaware (the Company’s administrator) for reimbursement up to the amount allowed. The maximum amount of annual retiree health insurance you can be
Full-time Benefits – Medical Plans

reimbursed for in the lesser of 75% of the requested premium or the remaining credits in your RHIPA. This form is available on the “Mylinks” page which can be accessed through the Intranet. Additional information can be obtained by referring to the Appendix Section of this booklet.

If you retire prior to age 65, you can use your RHIPA to help pay for the Company-sponsored retiree’s healthcare plan or coverage that you purchases for other sources. A summary of the current healthcare plan for retirees under age 65 can be found in the Appendix section of this booklet.

If you retire at age 65 or after, or when you or your spouse turns age 65, you will no longer be able to participate in the Company sponsored retiree healthcare plan. You may continue to use RHIPA to cover the cost of Medicare and any outside Medicare supplemental plan you may choose to purchase.

If you die, your spouse will continue to have access to your RHIPA.

As with all of its benefits, the Company hopes to continue to offer the Retiree Medical Plans, but reserves the right to modify or terminate the Plans, alter the retiree cost-sharing, or change administrators.
Full-time Benefits - Dental Plan

Dental Plan

The Dental Plan, offered through Aetna, is an important part of the healthcare program for you and your family. The Plan covers a wide range of dental services that encourages preventive care and helps cover other dental services.

When Coverage Begins

As a full-time, non-represented employee, you become eligible for dental benefits the first of the month following 90 days of full-time employment unless you are away from work due to illness on that date. In that case, coverage will begin when you return to work. You may also enroll your eligible dependents as defined previously in the Dependent Eligibility Section.

Enrollment

You will receive Flex Credits to help cover the cost of dental coverage. If you waive coverage, you will have a Flex Credit balance which you may allocate toward other benefits, or to simply increase your take-home pay.

For NEW enrollees, to elect coverage under the Dental Plan you must enroll by completing and returning the Company Benefits Enrollment Form prior to your eligibility date. This form is available on the “Mylinks” page which can be accessed through the Intranet.

If you choose not to enroll at your first eligibility, you may not enroll until the next open enrollment period (unless you lose your dental coverage while covered under another plan).

How to Change Your Coverage

If your family status changes because of marriage, birth, adoption, death, divorce or your dependent(s) ceases to meet eligibility requirements, or if there is a significant change in the cost or coverage of your benefits, your coverage may be adjusted. You must submit the appropriate form and documentation to Human Resources within 30 days of the event to keep your enrollment up to date. Forms are available on the “Mylinks” page which can be accessed through the Intranet. Any other changes may only be made during the annual open enrollment period.

Covered Dental Services

Dental care is classified into four categories; preventive, basic restorative, major restorative, and orthodontia for children.

Preventive dental care, including regular cleanings and X-rays, is covered at 100%, and no deductible applies.
For dental service other than preventive care, you must meet an annual deductible and pay the coinsurance amount. Care is covered up to an annual maximum per person. Orthodontia for children has a separate lifetime plan maximum.

If your dentist is a participating Aetna provider, your bill for covered services will be capped at the maximum in-network rate. In other words, a participating provider cannot balance bill you for more than the maximum in-network allowance.

There is no limit on balance billing of out-of-network providers – for which employees are responsible.

An In-Network Provider directory can be found online at Aetna’s website.

Please see the comparison chart in the Appendix Section of this booklet for further information, coverage, co-insurance amounts, and plan limits.

Claim Submittal

In most instances, your dentist will submit the claim directly to Aetna for you.

In the event that you must submit a claim, forms are available on the “Mylinks” page which can be accessed through the Intranet.

First, you will need to obtain an itemized statement from your dentist including the procedure code and diagnosis code for each individual charge. You will then need to complete the Employee Section of the claim form, attach the itemized statement to the form and submit directly to Aetna using the claim address listed on your insurance identification card.

What is Not Covered

The Dental Plan is not designed to cover all of the costs of dental service. It is intended to provide coverage for examinations, cleaning and a broad range of services which, if received on a regular basis, should help prevent many dental problems that could result from inadequate attention to your teeth.

Pre-Treatment Estimate

If you are planning on extensive dental treatment, it is recommended that you have your dentist submit a pre-determination request to know how much the insurance plan will pay before you begin. This will protect you and your family from
unexpected dental expenses, since you are responsible for paying for services not covered by the Plan.

After review by the insurance company, your dentist will be notified of the estimated payment that he or she should review with you. If you proceed with the treatment, you will be responsible for any difference between the amount the insurance covers and the actual charges of the dentist. (If your dentist is a participating Aetna provider, your estimate for covered services will be capped at the maximum in-network rate.)

When Coverage Ends

Your dental insurance coverage will cease at the end of the month in which you leave your employment and do not elect continued coverage (COBRA). Coverage for your dependents will end at the earlier of the following dates:

- The date your coverage ends
- When a dependent no longer meets the eligibility requirements. Such reasons include the marriage of a child, divorce of a spouse, a domestic partner ceases to qualify, or a child reaching the maximum age for coverage.

We certainly hope to be able to continue these benefits indefinitely, but as with all of the benefits provided by the Company it may become necessary to modify or discontinue the benefits, or change insurance carriers.

Continuation of Coverage

You may elect to continue your dental coverage under COBRA if you lose your coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

Your eligible dependents may choose to continue coverage if their coverage under the Plan is lost for any of the following reasons:

- your death
- termination of your employment (for reasons other than gross misconduct) or reduction in your hours of employment
- divorce, legal separation, or cessation of eligibility for a dependent child
- you become eligible for Medicare.

Your rights under COBRA, and those of your eligible dependents, are explained in detail in the COBRA section.
Vision Care Plan

The Company offers two types of vision care options through Vision Service Plan (VSP), for care beyond any occupational eyewear benefits available to you at the Company.

- A comprehensive Vision Care Plan
- A vision discount

This plan provides a benefit for eye care, including eye exams, prescription eyeglasses and contact lenses, as well as a discount for vision correction surgery.

Similar to your medical plan, VSP features a provider network. When you receive care from an in-network provider, you pay a copayment for annual eye exams and lenses. If you receive care from an out-of-network provider, the plan reimburses a portion of the costs according to a fee schedule. In this case, you pay the full cost upfront and submit a claim form for reimbursement. This form is available on the “Mylinks” page which can be accessed through the Intranet.

A list of In-Network Providers can be found online at VSP’s website.

Please see the chart in the Appendix Section for specific coverage details.

When Coverage Begins

As a full-time, non-represented employee, you become eligible for vision benefits the first of the month following 90 days of full-time employment unless you are away from work due to illness on that date. In that case, coverage will begin when you return to work. You may also enroll your eligible dependents as defined previously in the Dependent Eligibility Section.

Enrollment

You will receive Flex Credits to help cover a portion of the cost of vision coverage. If you waive coverage, you will forfeit these credits. The Flex Credits and cost for each coverage level can be found on the Flex Credits and Benefit Cost Sheet in the Appendix Section of this booklet.

For NEW enrollees, to elect coverage under the Vision Care Plan you must enroll by completing and returning the Company Benefits Enrollment Form prior to your eligibility date. This form is available on the “Mylinks” page which can be accessed through the Intranet.
**Full-time Benefits – Vision Plan**

If you choose not to enroll at your first eligibility, you may not enroll until the next open enrollment period (unless you lose your vision coverage while covered under another plan).

**How to Change Your Coverage**

If your family status changes because of marriage, birth, adoption, death, divorce or your dependent(s) ceases to meet eligibility requirements, or if there is a significant change in the cost or coverage of your benefits, your coverage may be adjusted. You must submit the appropriate form and documentation to Human Resources within 30 days of the event to keep your enrollment up to date. This form is available on the “Mylinks” page which can be accessed through the Intranet. Any other changes may only be made during the annual open enrollment period.

**When Coverage Ends**

Your vision insurance coverage will cease at the end of the month in which you leave your employment and do not elect continued coverage (COBRA). Coverage for your dependents will end at the earlier of the following dates:

- The date your coverage ends
- When a dependent no longer meets the eligibility requirements. Such reasons include the marriage of a child, divorce of a spouse, a domestic partner ceases to qualify, or a child reaching the maximum age for coverage.

We certainly hope to be able to continue these benefits indefinitely, but as with all of the benefits provided by the Company it may become necessary to modify or discontinue the benefits, or change insurance carriers.

**Continuation of Coverage**

You may elect to continue your vision coverage under COBRA if you lose your coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

Your eligible dependents may choose to continue coverage if their coverage under the Plan is lost for any of the following reasons:

- your death
- termination of your employment (for reasons other than gross misconduct) or reduction in your hours of employment
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<td>• divorce, legal separation, or cessation of eligibility for a dependent child</td>
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<td>• you become eligible for Medicare.</td>
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Flexible Spending Accounts

The Company offers two accounts that can help you save money on everyday healthcare and dependent care expenses. Flexible Spending Accounts (FSAs) can save you money by allowing you to use before-tax dollars to cover certain expenses. The accounts are administered by a third-party vendor named Wage Works. You have access to two different types of FSAs:

- The Healthcare FSA, for certain eligible healthcare expenses, such as copayments, prescription and more.
- The Dependent Care FSA, for certain adult or child day care expenses, such as day care, nursery school or elder care.

Enrollment

As a full-time, non-represented employee, you become eligible for FSA benefits the first of the month following 90 days of full-time employment unless you are away from work due to illness on that date. In that case, participation will begin when you return to work.

For NEW enrollees, to elect coverage you must enroll in the FSA by completing and returning the Company Benefits Enrollment Form prior to your eligibility date. This form is available on the “Mylinks” page which can be accessed through the Intranet.

If you choose not to enroll at your first eligibility, you may not enroll until the next open enrollment period.

You can contribute to one, both, or neither of these FSAs. You must make an election if you wish to contribute.

You can contribute to a FSA in the following ways:

- Through before-tax payroll contributions
- By contributing any excess Flex Credit remaining after making your medical, dental, and short term disability enrollment choices
- A combination of payroll contributions and Flex Credit.

Expenses must be incurred as an active employee or a former employee during COBRA coverage as dictated by the IRS.

Both FSAs work in a similar fashion. You decide how much to contribute each year, and the contributions are taken from
Full-time Benefits – Flexible Spending Accounts

Your paycheck in equal installments throughout the year and deposited into your account. Your contributions are taken from you before federal income and Social Security taxes are deducted from your paycheck. In most cases, you also avoid state and local income taxes. Before-tax contributions lower your taxable income and reduce the amount you pay in taxes each year.

When you incur eligible expenses, you can draw from your account to cover those expenses. Your cost for these eligible expenses is lower, since you cover them with before-tax dollars.

**Important:** If you elect to contribute to an FSA, you should estimate your expenses for the coming year very carefully. According to the IRS, in exchange for the tax benefits associated with FSAs, you forfeit any funds for claims not incurred by March 15th of the year following your election and not submitted by June 30th of the year following your election.

**Example:** For elections made for the year 2011, expenses must have incurred by March 15, 2012 and be submitted by June 30, 2012.

Please refer to the Appendix Section of this booklet for additional information that can help you determine how much to contribute to the FSAs based on your estimated out-of-pocket expenses.

**Important FSA Facts**

Keep these facts in mind as you decide how much to contribute to one of both FSAs.

- You forfeit any money left in your account once you have submitted all your claims for the year.
- You cannot change your FSA contribution amounts during the year unless you experience a qualifying change in status.
- You may not transfer money between the Healthcare and the Dependent Care FSA.
- You must be contributing to an FSA at the time you receive eligible services in order for related charges to be eligible for reimbursement in that year.
- For expenses that are eligible for reimbursement under both the Healthcare FSA and the HRA, you must deplete your HRA balance (if you have one) before you access FSA funds.
How the Healthcare FSA Works

You can contribute up to $3,000 per year to the Healthcare FSA. Payroll contributions will be deducted from your paycheck on a before-tax basis in equal installments through the year. You will have access to your entire annual Healthcare FSA balance at the start of the Year.

If you choose to participate in the Healthcare FSA, you will receive a card that works like a debit card from Wage Works.

Healthcare FSA Eligible Expenses

Below are some examples of eligible expenses for Healthcare FSA. These expenses are reimbursable if they are not otherwise reimbursable by your medical, dental, or vision plans or your HRA:

- Acupuncture
- Birth Control Items prescribed by a doctor
- Copayments
- Deductibles
- Dental care
- Hearing aids, include the cost of batteries
- Certain Over-the-Counter (OTC) medications when prescribed by a physician
- Prescription eyeglasses or contact lenses
- Smoking cessation programs and drugs prescribed to alleviate nicotine withdrawal
- Speech therapy.

Some expenses that are not eligible for reimbursement are:

- Dental bleaching
- Marriage and family counseling
- Cosmetic surgery.

See IRS Publication 502 at www.irs.gov for a complete list of eligible expenses or refer to the Appendix Section for additional provider information.

How the Dependent Care FSA Works

You may contribute up to $5,000 if you are single or if you are married and file a joint income tax return (if you are married and file separately, you can contribute up to $2,500 per year).

You should only choose this option if you are certain you will have dependent care expenses because you forfeit any
contribute contributions you allocate towards the FSA but do not use by March 15th of the year following your election.

Keep in mind that any expenses paid through the Dependent Care FSA reduce the amount you are eligible to receive under the federal childcare tax credit. If you are considering enrolling in the Dependent Care FSA, take the time to compare the tax benefits of the FSA and federal childcare tax credit to determine which works best for you.

The definition of “eligible dependent” for the Dependent Care FSA is different from the definition described in the sections referring to medical, dental, and vision coverage. Eligible dependents for Dependent Care FSA purposes are determined by the IRS and generally include:

- Any dependent child under age 13 who qualifies as your dependent on your federal income tax return
- Anyone (including an adult) you claim as a dependent for federal tax purposes who is physically or mentally unable to care for himself/herself, resides with you for more than half of the year, and who has a gross income that is less than the dependent exemption threshold.

Dependent Care FSA Eligible Expenses

You may use your Dependent Care FSA to cover adult or child day care, nursery school, or summer day camp for your eligible dependents. To be eligible for reimbursement the care must enable you (and your spouse, if married) to work, look for work, or attend school full time. You must submit a claim for eligible expenses, after which you can choose to receive a check for reimbursements or have the amounts directly deposited into the bank account or your choice.

Eligible expenses for the Dependent Care FSA may include:

- Payments to licensed day care providers
- Payments to individuals, including relatives, who provide care in or outside your home (other than your dependents or your children under age 19)
- Expenses to pay for a nanny who provides services in your home
- Summer day camp tuition.

Some expenses that are not eligible for reimbursement are:

- Care provided by your spouse or same-gender domestic partner, your children under age 19 or any other dependent
- Care provided for non-work related reasons
Full-time Benefits – Flexible Spending Accounts

- Expenses paid to a housekeeper, maid, cook, etc., unless specific to the care of your dependent
- Overnight camp.

See IRS Publication 503 at www.irs.gov for a complete list of eligible expenses or refer to the Appendix Section for additional provider information.

To access your Dependent Care FSA funds, you must file a claim – there is no card available for this account. You can access claim forms on the Wage Works Web site. These forms are available on the “Mylinks” page which can be accessed through the Intranet. Reimbursements will be processed for expenses after they are incurred and will be reimbursed up to the account balance available at the time the claim is submitted.
Introduction

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985. COBRA continuation can become available to you when you otherwise would lose your group medical, dental, vision, or FSA coverage. It also can become available to other members of your family who are covered under the Plan when they otherwise would lose their group medical, dental, or vision coverage. For additional information about your rights and obligations under the Medical, Dental, Vision, or FSA Plan and under federal law, you should review the Plan’s descriptions or contact the appropriate Plan Administrator.

Under the American Recovery and Reinvestment Act (ARRA) of 2009 and the Temporary Extension Act (TEA) of 2010, certain individuals who had an involuntary termination of employment between September 1, 2008 and May 31, 2010 may be eligible to receive a subsidy of the COBRA premiums for a limited period of time. Detailed information will be provided to you by the Plan Administrator if this COBRA premium subsidy may apply to you.

What is COBRA
Continuation Coverage

COBRA continuation coverage is a continuation of Plan coverage when coverage otherwise would end because of a life event known as a “qualifying event”. Specific qualifying events are listed later in this description. After a qualifying event, COBRA continuation of coverage must be offered to each person who is a qualified beneficiary. You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of a qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happen:

- your hours of employment are reduced and you are no-longer eligible for healthcare benefits
- your employment ends for any reason other than your gross misconduct.
Full-time Benefits – COBRA Rights

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happen:

- your spouse dies
- your spouse’s hours of employment are reduced and you are no-longer eligible for healthcare benefits
- your spouse’s employment ends for any reason other than his or her gross misconduct
- your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both)
- you become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happen:

- the parent–employee dies
- the parent-employee’s hours of employment are reduced and you are no-longer eligible for healthcare benefits
- the parent-employee’s employment ends for any reason other than his or her gross misconduct
- the parent-employee becomes entitled to Medicare benefits (under Part A, Part B, or both)
- the parents become divorced or legally separated
- the child stops being eligible under the Plan as a “dependent child”.

If a bankruptcy proceeding under Title 11 of the United States Code is filed with respect to the Company, and that bankruptcy results in loss of coverage for any retired employee under the Plan, the retired employee will become a qualified beneficiary with respect to the bankruptcy. The retired employee’s spouse and dependent children also will become qualified beneficiaries if bankruptcy results in loss of their coverage under the Plan.
When is COBRA Coverage Available

The Plan offers COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction in hours of employment, death of the employee, commencement of a bankruptcy proceeding with respect to the employer, or the employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the appropriate Plan Administrator of the qualifying event.

You Must Give Notice of Some Qualifying Events

For other qualifying events (divorce or legal separation of the employee and the spouse, or a dependent child losing eligibility for coverage as a dependent child) you must notify the Plan Administrator within 60 days of the qualifying event.

How is COBRA Coverage Provided

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each qualified beneficiary. Each qualified beneficiary has an independent right to elect COBRA continuation coverage. Covered employees can elect COBRA continuation coverage on behalf of their spouses and parents can elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the end of employment or reduction of the employee’s hours of employment, COBRA continuation coverage generally lasts for only up to 18 months. When the qualifying event is the death of the employee, the employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both), the employee’s divorce, legal separation, or a child’s losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months. When the qualifying event is the end of employment or reduction of the employee’s hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee became entitled to Medicare 8 months before the date on which employment terminated, COBRA continuation coverage for his or her entitlement, which is 28 months (36 minus 8 months) after the date of the qualifying event.
There are two ways in which the 18-month period of COBRA continuation coverage described above can be extended:

**Disability extension of 18-month period of continuation coverage**

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the appropriate Plan Administrator in a timely fashion, you and your entire family might be entitled to receive an additional 11 months of COBRA continuation coverage, for a total of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

**Second qualifying event extension of 18-month period of continuation coverage**

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, your spouse and dependent children can get up to 18 additional months of COBRA continuation coverage for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan Administrator. This extension can become available to the spouse and any children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced, legally separated, or if the child stops being eligible under the Plan as a dependent child, but only if the second event would have caused the spouse or child to lose coverage under the Plan had the first qualifying event not occurred.

**If You Have Questions**

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the Plan Administrator or Human Resources listed in the Internal Contacts Appendix Section. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest regional or district office of the U.S. Department of Labor’s Employee Benefits Security Administration in your area or visit the EBSA Web site at [http://www.dol.gov/ebsa/](http://www.dol.gov/ebsa/). (Addresses and telephone numbers of regional and district EBSA offices are available on the agency’s Web site.)
Keep Your Plan Informed of Address Changes

To protect your family’s rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You also should keep for your own records a copy of any notices you send to the appropriate Plan Administrator.

Plan Contact Information

Plans included under COBRA requirements include

- The Aetna PPO High, Medium, and Basic Plans (with Rx)
- The BCBS of Delaware PPO High, Medium, and Basic Plans (with Aetna Rx)
- The Aetna Dental Plan
- The Vision Services Plan
- The Healthcare FSA Plan

Contact your local Benefit Administrator, listed in the Internal Contact Section of this booklet, if a change in eligibility occurs.
HIPAA

**Health Insurance Portability and Accountability Act of 1996:**

“The Health Insurance Portability and Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in group health plans. HIPAA includes protections for coverage under group health plans that limit exclusions for preexisting conditions; prohibits discrimination against employees and dependents based on their health status; and allows a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual coverage if you have no group health plan coverage available, and have exhausted COBRA or other continuation coverage.”

For additional information on HIPAA and how it affects you, please see the posting on Company bulletin boards. You will also find additional information on the “Mylinks” page which can be accessed through the Intranet.

*Quoted from the DOL website*
**Life Insurance**

We care about you and your family and we know that life insurance helps add a measure of protection for your family in case of your death. We encourage you to share this information with your family. If you have questions, please refer to the Company Internal Contact Listing Section.

**Eligibility**

As a full-time, non-represented employee, you become eligible for benefits the first of the month following 90 days of full-time employment. The Company automatically provides you with basic life insurance if you die while an active employee. Life insurance options are provided and administered by Prudential.

As with other benefits, you must be actively at work – present at your job – on your first day of coverage in order for life insurance benefits to take effect. For open enrollment elections, this means you must be actively at work on January 1st for your new coverage to take effect that day. If you are absent from work on the first day of coverage, your coverage will not take effect until you return to work.

**Your Basic Life Insurance Benefit**

The basic life insurance plan pays a benefit of one times your salary, up to $500,000.

The Company pays the full cost of basic life insurance, you do not need to enroll or contribute toward the cost of this coverage.

Your basic life insurance value is update each January 1st, based on your annualized salary as of September 1st of the previous year.

Life insurance benefit amounts are reduced when you reach age 65 and again when you reach age 70.

Your life insurance value in excess of federally determined values will be treated as imputed income and will be taxed appropriately.

**Accidental Death & Dismemberment (AD&D)**

You also become automatically eligible for Accidental Death and Dismemberment Life Insurance Coverage the same day you become eligible for Basic Life Insurance Coverage.

Depending on the circumstances of the accident, or in the event of accident-related death, Accidental Death &
Full-time Benefits – Life Insurance Plans

Dismemberment (AD&D) insurance pays a benefit to you or your family of up to one times your salary, to a maximum of $500,000.

The Company pays the full cost of AD&D life insurance, you do not need to enroll or contribute toward the cost of this coverage.

Limitations:
This provision covers losses from accidents only. You are not eligible for benefits if the loss is caused by or contributed to by:
- Disease, bodily or mental infirmity
- Suicide, attempted suicide, or intentionally self-inflicted injury
- War or any act of war (declared or undeclared)
- The commission of a felony by the covered person
- Medical or surgical treatment.

Your Beneficiaries
You will be asked to name a beneficiary or beneficiaries by completing a Beneficiary Designation Form. You may change beneficiaries at any time by resubmitting a new Beneficiary Designation Form. If you have only one beneficiary on file and you are enrolled in more than one plan, Prudential will recognize the most current beneficiary information on file for any of your company-paid group life plans. This form is available on the “Mylinks” page which can be accessed through the Intranet.

If you would like to verify whom you have named as beneficiary, please contact Human Resources. For your protection, information regarding your beneficiaries will not be given to anyone unless you furnish us with written permission to release it to others.

If you do not name a beneficiary, or if your beneficiary precedes you in death and you fail to designate another, your life insurance benefit will be paid to the executor or administrator of your estate.

How to File a Claim
Any claim should be reported promptly to Human Resources who will assist in the submission of the claim to assure that it is handled properly and with the least inconvenience to your family. Please refer the Company Internal Contact Listing Section.
How Your Benefit Will Be Paid

Your beneficiary will receive the full amount for which you are covered in a single lump sum.

Permanent and Total Disability

If you become permanently and totally disabled while you are insured and under the age of 60, the amount of your insurance may be extended during the disability at no cost to you.

The duration and nature of the disability will determine your eligibility for the extension. Also, you may be required to furnish information and proof of disability. In case of any disability, you should contact the person who handles Human Resources/Benefits immediately for help in determining whether you qualify for this extended insurance.

The Human Resources Department will provide the insurance company written notice of claims for such extension at its home office within 12 months after you stop active work.

Travel Accident Insurance

Additional insurance covers you if your death is the result of an accident that occurs while you are traveling on authorized company business. If your death occurs in this way, your beneficiary would receive an additional $50,000.

The Company pays the full cost of this insurance.

If such an accident should result in your permanent total disability after one full year, you would receive $50,000.

For the loss of one hand, foot, or eye, you would be paid $25,000. If two or more members (hand, foot, eye) were lost, you would be paid $50,000.

This insurance does not cover any loss caused by war, intentionally self-inflicted injuries, illness or disease, or while flying as a pilot or crewmember.

When Your Insurance Ends

Your life insurance coverage will end at the earlier of the following events:

- The end of the month in which you stop working at the Company
- If the group contract between the Company and the insurance carrier is discontinued.
We certainly hope to be able to continue these benefits indefinitely, but as with all of the benefits provided by the company it may become necessary to modify the benefits, change the rates, or change insurance carriers.

Conversion Rights

If your life insurance coverage ceases because your employment ends or for any other reason, you should talk with Human Resources to determine your right to convert the policy to an individual life insurance policy. Please refer to the Company Internal Contact Listing Section.

In order to convert, written application must be made for an individual policy and the first premium must be paid within 31 days after the group coverage ends.

Post-Retirement Life Insurance

You must have at least 15 years of full-time service and be age 55 or older to retire from the Company. When you retire, the amount of your basic life insurance will be reduced by ten percent. The value will continue to be reduced by that same ten percent every six months, until you reach the minimum value, which will never be lower than:

- $1,500 or
- 1.2 percent of the Basic Life Insurance in force on the day before your retirement date multiplied by your full-time years of service with the Company (up to a maximum of 25 years).

We certainly hope to be able to continue these benefits indefinitely, but it is necessary that we reserve the right to modify or discontinue the benefits or change insurance carriers.

Your accidental death and dismemberment insurance ends entirely when you retire.

Other Death Benefits

If your death is related to your work, additional benefits may be payable to your survivors from Workers’ Compensation. In addition to benefits from the Company life insurance program, your survivors may be eligible for benefits from Social Security.
Full-time Benefits – Life Insurance Plans

Supplemental Life Insurance - Employee

You may enroll in supplemental life insurance for yourself from one to five times your salary up to $1.5 million. Your final coverage amount is subject to approval by Prudential.

Upon your initial eligibility, you may enroll in supplemental life insurance of one, two, or three times your salary without providing Evidence of Insurability. For higher levels of coverage or if you elect or change your coverage during open enrollment, you will need to provide Evidence of Insurability.

Supplemental life insurance coverage rates depend on your age and how much coverage you elect. The current rates are shown in the Appendix Life Insurance Section per $1,000 of coverage. You pay for this premium in after-tax dollars deducted from your payroll check.

Spouse / Tax Qualified Same-Gender Domestic Partner Life Insurance

You may elect life insurance coverage for your spouse / tax-qualified same-gender domestic partner in increments of $25,000 as long as he or she is not an employee of a Michigan newspaper. To elect coverage for your tax-qualified same-gender domestic partner, you must complete an Affidavit of Domestic Partnership. See your HR Benefits Representative for an Affidavit. You may not enroll a non-tax-qualified domestic partner in life insurance benefits provided by Michigan newspapers. A tax-qualified domestic partner is an eligible domestic partner whom you can claim as a dependent on your federal income taxes.

This coverage cannot exceed $200,000. The amount for which you are responsible depends on the coverage amount you choose and their age. The current rates are shown in the Appendix Life Insurance Section per $1,000 of coverage. You pay for this premium in after-tax dollars deducted from your payroll check.

You may be required to submit Evidence of Insurability for your spouse / tax-qualified same-gender domestic partner if you elect life insurance for him or her.

Dependent Child Life Insurance

Dependent child life insurance coverage pays a benefit to you if one or more of your covered children dies. You enroll for this coverage and pay one premium amount to cover all the children you identify as dependents (that are under the age of 19). If one or
more of your children dies, the benefit will pay $10,000 per eligible child. The current rates are shown in the Appendix Life Insurance Section You pay for this premium in after-tax dollars deducted from your payroll check.
Planning for Retirement

Our retirement years can be among the most enjoyable ones for us - but, it is important to plan ahead. Successful retirement means being happy in what we do after we stop working and having enough money to live on, and both require planning.

Your Company 401(k) Plan

The Company 401(k) Plan allows you to save for your retirement by setting aside each year on a before-tax basis a portion of your current salary. Your contributions, Company matching contributions and any earnings grow in the 401(k) Plan on a tax-deferred basis until they are withdrawn by you. Or you may contribute on an after-tax basis under the Roth 401(k) and your earnings will grow tax free. Company matching contributions are always deposited on a pre-tax basis.

Your Pension Plan

The Company Pension Plan may provide a monthly income payable upon your retirement from active work with the Company if you were a participant of the Plan as of May 15, 2009. Please see the Pension Plan Summary for additional information.

Your Social Security Benefits

You and the Company both contribute the same amount for your Social Security benefits. Eligibility for full benefits depends on your date of birth, but benefits can be payable as early as age 62 in a reduced amount. Also, if you retire at age 65 and your spouse is at least age 62, your spouse may receive an additional benefit. For more information about eligibility and coverage, contact the Social Security Administration.

Your Own Personal Savings

Another step towards “financial security” is to save regularly for your retirement years. We encourage you to include regular savings as part of your retirement planning.
Introduction

The Advance 401(k) Plan can help you save for your long-term needs and future financial security. You can build savings and reduce current income taxes at the same time.

The highlights of the Plan are described in this section of the booklet. Since the Plan is completely voluntary, we encourage you to study the plan features carefully to learn how the plan can work for you.

Please note that the terms of the Plan are subject to IRS regulations, which are subject to change at any time.

Eligibility – Joining the Plan

You become eligible to join the Plan on the first day of the month after the date you meet the following eligibility requirements: you must be a non-represented employee and have worked for the Company for one year during which you completed at least 1,000 Hours of Service (as defined in the Plan), and you are age 21 or older. Contributions will begin with the paycheck in which the first day of the month is paid, if your election was made by the 25th of the previous month.

If you decide not to join when you first become eligible you thereafter can choose to enter the Plan as of the first of any month following your eligibility date. Contributions will begin with the paycheck in which the first day of that month is paid, if your election was made by the 25th of the previous month.

To enroll you will need to contact Fidelity Investments directly either by calling the phone number or visiting the website listed in the Appendix Section of this booklet. You will be asked to setup a “User ID and Pin Number” to start your account. You must enroll by the 25th of the month for your participation to begin the following month. Please refer to the Company External Contact Listing Section for contact information.

If you leave employment after joining the Plan and then return, you are eligible to rejoin the Plan as of your re-employment date.

If you leave employment prior to joining the Plan and then return, your period of employment before and after the “break” will be added together for purposes of joining the Plan if you have not incurred five (5) consecutive one-year “breaks” in service. A one-year “break” in service occurs when you do not complete more than 500 Hours of service in a 12-month period. However, if you are on unpaid maternity leave during such a period, it will not be considered a one-year “break” in service for these purposes.
You Can Choose How Much To Save

You can save any whole percent from 1% to 60% of your eligible pay on a before-tax and/or after-tax (Roth) basis each week. The percentage you decide upon applies to all eligible earnings, including overtime, so the actual dollar deductions from your paycheck may vary. The maximum annual amount you can elect to save is the IRS’s established annual maximum. (Refer to the Annual Limits page.) Some employees may not be able to save the maximum amount; they will be notified. Any amount over the legal limit (plus earnings) will be returned to you (as taxable income if it was contributed on a before-tax basis).

If you are age 50 or older by the end of the calendar year and are saving the maximum amount permitted under the Plan for that year, you may also make a catch-up before-tax contribution of up to the IRS’s established annual maximum. (Refer to the Annual Limits page.)

The Company may also allow you, under proper notice and approval, to enter into a special salary reduction agreement to make additional contributions up to 100% of your eligible pay for the payroll periods designated by the Company.

Eligible earnings includes base pay, overtime, and vacation pay during the calendar year but excludes certain bonuses, severance pay and any other extra compensation you receive from the Company. However, eligible earnings for Plan purposes is limited by IRS rules to an annual maximum amount (this dollar amount will be indexed to reflect IRS cost-of-living adjustments). The maximum amount for the current year is listed on the Annual Limits page.

Matching Contributions

The Company match will contribute $1.00 for every dollar that you contribute to this Plan up to the first 2% of your eligible earnings and $.50 for every dollar that you contribute to the Plan of the next 4% of your total annual eligible earnings on a pre-tax basis. This Company matching contribution will be deposited to your account along with your contribution and is invested in the same funds and with the same percentages as you choose for your own contributions. Once you are vested, the Company matching contribution amount you receive is yours. Taxes are paid on any distributions.
The Company matching contribution will appear on your paycheck stub or pay memo.

To understand how the Plan works, let’s consider your real cost to save $1. Under traditional savings, you need to earn enough to cover both the taxes and the savings.

If your income tax rate (federal, state and local) is 33 percent, you need to earn $1.50 in order to save $1.00.

The following figures show why:

<table>
<thead>
<tr>
<th>Earn</th>
<th>$1.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minus income taxes</td>
<td>-$0.50 (33% of $1.50)</td>
</tr>
<tr>
<td>Amount available for savings</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

With before-tax savings, you need only earn $1 to save $1 because you don’t pay income taxes until you make a withdrawal of money saved through the Plan. And with the addition of the Company matching contributions, your total savings can be even more, as illustrated in the following example.

**Matching Funds Example:**

- Annual Income $30,000
- Your Contribution @ 6% $1,800
- Company Match $1,200
- Total annual contribution $3,000 ($1,800 + $1,200)

Company match was calculated on $1.00 for $1.00 match on the first 2% of contributions (2% X $30,000 = $600) and $.50 for each $1.00 of contributions in excess of 2% up to an additional 4% (4% X .5 X $30,000 = $600).

**Rollover Contributions**

You can also rollover all or part of an “eligible rollover distribution” from another qualified plan or Individual Retirement Arrangement (IRA) (except for an education IRA) into this Plan. (You may even be able to make a rollover contribution to the Plan before you are eligible to join the Plan. However, you will not be able to join the Plan and become entitled to make eligible before-tax or after-tax (Roth) contributions until you have met the Plan’s eligibility and entry date requirements.) Your rollover contribution account will be subject to the terms of the Plan and will always be fully vested and nonforfeitable.
Vesting

Vesting is the process by which you earn a permanent right to the value of contributions to your Plan accounts, regardless of whether you terminate employment.

Under the Plan, you are always 100% vested in the amount you contributed to the Plan and their investment earnings. However, you only become vested in the Company Matching Contribution account after you have been employed for three years and are eligible for participation in the Plan.

The Plan allows you to design an investment plan to fit your own personal objectives.

Tax Advantages

How the Plan Works (Pay Lower Taxes; Save at Same Time)

The amount which you elect to save through the Plan on a before-tax basis will be sent directly to your Plan account.

Federal, Michigan and most other state and local income taxes are deferred on amounts you contribute to the Plan on a before-tax basis until you received a Plan payout. Amounts contributed on an after-tax (Roth) basis are sent to your Plan account after income taxes have been deducted from your pay.

To illustrate how the Plan works, let’s look at an example. Assume you earn $30,000 annually and do not presently save. The table below shows what would happen to your take-home pay if you decided to save six percent in the Plan on a before-tax basis:

<table>
<thead>
<tr>
<th></th>
<th>Non-participating</th>
<th>Participating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Pay</td>
<td>$30,000</td>
<td>$30,000</td>
</tr>
<tr>
<td>401(k) Savings @ 6%</td>
<td>$ 0</td>
<td>$ 1,800</td>
</tr>
<tr>
<td>Company Match</td>
<td>$ 0</td>
<td>$ 1,200</td>
</tr>
<tr>
<td>Taxable Income</td>
<td>$30,000</td>
<td>$28,200</td>
</tr>
<tr>
<td>Income Taxes (Est. 18%)</td>
<td>$ 5,400</td>
<td>$ 5,076</td>
</tr>
<tr>
<td>Take-Home Pay</td>
<td>$24,600</td>
<td>$23,124</td>
</tr>
</tbody>
</table>

This example shows that you can save $3,000 through the Plan with an investment of $1,476 ($24,600 – 23,124)! That’s the advantage of before-tax savings — each dollar you save is worth more than just a dollar.

How much can you save over time? If you save the same $3,000 illustrated above each year and your account earns five percent each year, the following chart illustrates the value of your 401(k) savings after a period of years.
Let’s look at another example. Assume you earn $50,000 annually and do not presently save. The table below shows what would happen to your take-home pay if you decided to save six percent in the Plan on a before-tax basis.

<table>
<thead>
<tr>
<th></th>
<th>Non-participating</th>
<th>Participating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Pay</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>401(k) Savings (6%)</td>
<td>$0</td>
<td>$3,000</td>
</tr>
<tr>
<td>Company Match</td>
<td>$0</td>
<td>$2,000</td>
</tr>
<tr>
<td>Taxable Income</td>
<td>$50,000</td>
<td>$47,000</td>
</tr>
<tr>
<td>Income Taxes (Est. 23%)</td>
<td>$11,500</td>
<td>$10,810</td>
</tr>
<tr>
<td>Take-Home Pay</td>
<td>$38,500</td>
<td>$36,190</td>
</tr>
</tbody>
</table>

This example shows that you can save $5,000 through the Plan with an investment of $2,310 ($38,500 – 36,190)! Another example of the advantage of before-tax savings.

How much can you save over time? If you save the same $5,000 illustrated above each year and your 401(k) account earns five percent each year, the following chart illustrates the value of your 401(k) savings after a period of years.

<table>
<thead>
<tr>
<th>Value of 401(k) account</th>
<th>10 years</th>
<th>$62,889</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>20 years</td>
<td>$165,330</td>
</tr>
<tr>
<td></td>
<td>30 years</td>
<td>$332,194</td>
</tr>
<tr>
<td></td>
<td>40 years</td>
<td>$603,999</td>
</tr>
</tbody>
</table>

Your Account Grows
Tax-Deferred

Once your contributions are in your Plan account, Federal, Michigan, and most other state and local income taxes are deferred on your savings and on all investment earnings for as long as this money remains in your Plan account. In other words, your account is not taxed even though it is growing at your investments’ rate of return.

You pay income taxes on distributions from your account that are attributable to your before-tax contributions in the year you retire, become disabled or leave the Company, unless it is rolled over into an IRA or another tax-qualified plan. You also pay income taxes on any portion of a hardship withdrawal that is attributable to your before-tax contributions. Subject to certain
conditions, you do not pay income taxes on distributions from your accounts that are attributable to your after-tax (Roth) contributions. In certain instances, you may be able to roll over these distributions to a Roth IRA.

Please note: If the tax rates or laws change, the tax advantages of the Plan may be affected.

Changing the Amount You Are Saving

The Plan is designed to meet your long-term savings needs. The Plan recognizes that there are times when you can afford to save more and times when you may not be able to save at all. To meet your need for savings flexibility, the Plan allows you to make percentage changes monthly to increase or decrease the amount you save. If you wish to stop contributions, you may do so at any time. All changes are made directly with Fidelity, either by calling the phone number or visiting the website listed in the Appendix Section of this booklet. Changes or restarts must be made by the 25th of the month prior to the month you wish the change or restart to occur.

Investing Your Contributions

The Plan allows you to design an investment plan to fit your own personal objectives. Of course, future growth of your account depends upon a variety of factors including how much you save, how long you save, your investment philosophy and the performance of the funds you select.

All contributions to the Plan are deposited with the Plan’s trustee, Fidelity Management Trust Company. The trustee then invests your contributions in your choice of professionally managed funds that have somewhat different goals. A list of available funds can be found in the Appendix Section of this booklet.

If a contribution is received for your account and you have not supplied investment instructions to the trustee, this contribution will be invested based on Company direction. The Plan Administrator has directed that such contributions be invested in one of the Fidelity Freedom Fund investment options available under the Plan based upon your date of birth.

To help you decide which combination of funds fits your goals, you should obtain a prospectus of each of the funds, which are available from Fidelity Investments and describe the funds in detail. In addition, you may want to consult your personal financial advisor or accountant.
**Full-time Benefits – The 401(k) Summary Plan**

**Investment Flexibility**

Fidelity allows you to make investment fund changes, move current and/or future monies, request fund information, and check balances by contacting Fidelity directly either by calling the phone number or visiting the website listed in the Appendix Section of this booklet. Investment fund changes received by 4:00 PM EST will be made based on the previous day’s closing rate, changes received after 4:00 PM EST but before 8:00 PM will be made based on that day’s closing rate. You may request a confirmation statement of the transaction either via email or direct mail.

Please refer to the Company External Contact Listing Section for telephone numbers and website information.

**Keeping Track**

You can view your account at any time by visiting Fidelity’s website once you have established a user ID and pin number. You may go on line and request a custom statement with your defined dates. This statement will show the amount of your contributions, the company match, and the investments results for each fund. Or you may call Fidelity to request a statement be mailed to you.

**Account Accessibility**

The Plan includes a loan feature, which offers you access to your savings. There are a few rules on loans:

You must have at least one year of Plan participation to take out a loan.

You may take only two loans during a calendar year and no more than two loans may be outstanding at a time.

You generally may borrow up to $50,000 or 50% of your Plan account balance, whichever is less, and there is a minimum loan amount of $1,000. The company match portion may be considered for loan purposes once the company match is vested.

The law also provides other limitations that will be explained to you when you contact Fidelity.

Unless you indicated that the loan is being used to acquire your principal residence, you generally will be required to repay the loan with interest over a maximum of five years, or upon termination of employment, if sooner. You can repay the loan through payroll deductions, or by a lump sum payment. Repayments including interest will be made through payroll deductions and allocated to your account in accordance with your current investment election. The interest rate for the loan will be
the prevailing prime rate in effect for the month your loan is processed.

If for any reason you fail to repay a loan, the amount outstanding will become a taxable distribution subject to penalties as outlined in the following section on “Distributions from the Plan”.

To apply for a loan you must contact Fidelity directly either by calling the phone number or visiting the website listed in the Appendix Section of this booklet.

Withdrawals

**If You Are Under Age 59 ½**

You may make a withdrawal from your Plan account while you are still employed by the Company if you have a financial hardship and meet certain other requirements. The determination of what constitutes a financial hardship is made based upon all relevant facts and circumstances of each situation. The only situations which the IRS says will always be considered financial hardships are:

- the purchase of your principal residence
- tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for you and your spouse or dependents
- medical expenses (of the type that are deductible on an individual’s income tax return) for you, your spouse, or dependents
- payments to prevent eviction from or foreclosure on your principal residence
- burial or funeral expense for your deceased parent, spouse, child or other dependent
- expenses for the repair of damages to your principal residence that would qualify for an income tax casualty loss deduction.

Furthermore, even if you do have a financial hardship need as described above, you must still establish to the satisfaction of the Plan Committee before a hardship withdrawal will be granted, that you cannot meet that need through other reasonably available financial resources, including, but not limited to, reimbursement through insurance, reasonable liquidation of your assets (generally including those of your spouse and minor children), ceasing
contributions to the Plan, and loans from the Plan or a commercial lender.

Your withdrawal can be taken only from your contributions.

The maximum hardship withdrawal is the amount of the hardship or 100% of the value of your contributions to your Plan account, whichever is less.

Your contributions to the Plan will be suspended for the six-month period following the date you receive the hardship withdrawal amount.

You will generally have to pay current income taxes on your withdrawal plus a nondeductible 10% excise tax, unless certain exceptions apply.

Request for hardship withdrawals must have the Plan Committee’s approval. Please see your Human Resources / Benefits Administrator for additional information.

If You Are Over Age 59½

You may withdraw the total value of your vested Plan account at any time for any reason - and pay current income taxes on the amount withdrawn that is attributable to your before-tax contributions.

Please note: These are IRS rules and are subject to change at any time.

Receiving Your Plan Payout

You will receive the full value of your Plan account when you retire, become disabled, or leave the Company for any other reason. If there is more than $5,000 in your account, you may leave it in your account as long as you wish. Such distributions are subject to regular income taxes when they are received. If you receive a distribution from the plan before age 59½, the amount you receive will be subject to regular income taxes plus a 10 percent penalty tax unless the distribution is due to death, disability or early retirement after age 55. In these instances, the penalty tax would not apply. Nor does it apply to any distributions after age 59½. The company match portion is available for distribution once the company match is vested. There are ways to reduce or defer your income taxes on these distributions that are discussed under the section headed “Tax Considerations”.
If you continue your employment with the Company beyond your normal retirement date, (typically, age 65) you may leave your funds in the Plan and continue to participate in the Plan.

If you die prior to your termination of employment, payment of your Plan account will be made to your beneficiary. If you are married, your spouse will automatically be your beneficiary, unless he or she consents in writing to another beneficiary. This consent must be signed before a notary public. Subject to this consent requirement, you may change your beneficiary designation at any time. If you die without having properly designated a beneficiary, your beneficiary automatically is the following order of priority, your surviving spouse or your estate. This form is available on the “Mylinks” page which can be accessed through the Intranet.

When you become entitled to receive a Plan payout, a number of payment options are available. Before age 55, distribution is made in a lump sum. At age 55 or later, you or your beneficiary may receive your money in a lump sum or installments over a period not to exceed ten years if your Plan account is greater than $5,000. If you elect installment payments, the current value of your Plan account will be placed in an invested Fund selected by the Plan Committee for the duration of the installment period and all installments payments will be made from that Fund.

To request a distribution you will need to contact Fidelity directly by calling the phone number or visiting the website listed in the Appendix Section of this booklet.

Paying Taxes

When you receive a Plan payout, you will be responsible for paying any taxes on this money. If you receive a lump sum payment, you may be eligible for a favorable income tax treatment. Generally, you also can roll over or directly transfer your payment (other than a hardship withdrawal payment) into an IRA or another qualified, employer-sponsored plan and continue to defer taxes on this money. Effective March 28, 2005, the Plan Committee will automatically pay your lump sum payment in the form of a direct rollover to a IRA established in your name by the Plan Committee, if (i) your lump sum payment is greater than $1,000, but less than or equal to $5,000, and (ii) the Plan Committee does not receive by the required deadline your election form to have your lump sum payment paid directly to you or to roll it over directly to your IRA or your new employer’s qualified retirement plan. The Plan’s IRA provider is:
The Millennium IRA uses a fully FDIC insured money market account as its investment vehicle. A one-time set-up fee and an annual maintenance fee are automatically deducted by Millennium from the IRA. There is no charge for viewing the IRA online and there is no fee charged by Millennium for closing the IRA.

Payment amounts that are not directly transferred to an IRA or another qualified plan are subject to 20% Federal income tax withholding.

Reminder: Tax laws are complicated and subject to change. We recommend you get advice from a professional tax counselor or financial advisor before making a withdrawal or receiving payment from the Plan.

Plan Savings: No Effect on Other Benefits

Savings through the Plan will not affect your other Company-sponsored benefits that are based on pay, such as the Pension Plan and the Life Insurance Plan. These benefits are calculated on the basis of your eligible earnings before contributions are made to the Plan. Your Social Security benefits also are calculated on the basis of your total eligible earnings.

IRAs

Your participation in the Plan does not take away your right to contribute to an IRA. However, the deductibility of IRA contributions is subject to certain guidelines under the Internal Revenue Service regulations. Consult your tax advisor about the strategy that’s appropriate for you.

Expenses

All Plan record-keeping expenses are paid by the Company.

Savings Plan Committee

The Plan Committee is responsible for the fair and equitable administration of all Plan provisions.
Qualified Domestic Relations Orders

If your Plan account is subject to a qualified domestic relations order issued in connection with child support, alimony or marital property rights, your Plan account value, benefit payments or beneficiary selection may be affected. The Plan Committee can provide more details upon request, including a free copy of the uniform procedures it uses to determine the “qualified” status of any domestic relations order it receives.

Plan Amendment and Termination

We certainly hope to be able to continue this Plan indefinitely, but as with all of the benefits provided by the Company it may become necessary to modify or discontinue the Plan. A Plan change or termination cannot take away your vested right to the value of your Plan account.

Pension Benefit Guaranty Corporation Insurance

The Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because the Plan is a defined contribution plan. The coverage provided by the PBGC does not apply to defined contribution plans.

Maximum Annual Addition to a Participant’s Plan Account

Federal law imposes certain maximum limits on the contributions that can be added to any Plan account during a Plan Year. To comply, it may be necessary to limit the contributions to a high-paid employee’s Plan account during a Plan Year.

The formula for determining the annual contributions which can be added to any participant’s Plan account under Federal regulations is very complex. If you want detailed information, please contact the Plan Committee.

Benefit Claim Procedure

Please contact the Plan Committee’s office for details about the Plan’s benefit claims procedures.

Top-Heavy Plan Rules

Generally, top-heavy plans are plans in which more than a certain percentage of the plan’s account balances is credited to certain “key employees” (certain owner-employees and officers) of the employer. If a plan is determined to be top-heavy, certain minimum contribution and vesting requirements may apply with respect to “non-key employees”.
Full-time Benefits – The 401(k) Summary Plan

For any Plan year that the Plan is determined to be top-heavy, all non-key employees will accrue at least the top-heavy required minimum benefit under the Company’s defined Benefit Pension plan.

The Plan already provides immediate vesting in your contributions (see “Vesting” above) which is more liberal than the minimum top-heavy vesting requirements for non-key employees.

The Plan is an employer-administered 401(k) defined contribution plan.

This section of the manual is a summary plan description prepared in compliance with the Employee Retirement Income Security Act of 1974 (“ERISA”). It is not intended to be a complete description of the Plan, but to state the highlights of the Plan in general terms. Your rights and benefits under the Plan are determined by the actual provisions of the Plan and any related documents at the Plan Committee’s office.
The Advance Pension Plan

Cessation of Benefit Accrual

Beginning May 15, 2009, no new participants will enter the Plan, and the Plan will cease all future benefit accruals. The cessation of benefit accruals generally will provide you with a lower benefit at retirement or termination of employment than you would have earned under the pension formula in effect prior to May 16, 2009. However, in no event will your accrued pension benefit be less than what you earned before that date. You will continue to earn Years of Vesting Service for purposes of vesting and eligibility for normal and early retirement under the Plan, but not for purposes of calculating your pension benefit.

If you were not a participant of the Plan as of May 15, 2009 you will not be entitled to any pension benefit from the Plan at your termination or retirement.

The Plan

The Company Pension Plan will provide you with a monthly income payable upon your retirement from active work with the Company if you were a participant of the Plan as of May 15, 2009 and you were vested in the Plan. The Company pays the full cost by contributing to the Plan’s trust fund. You make no contribution to the Plan. The Plan is known as a “defined benefit plan” which means that your benefits are calculated using a specific formula.

Participants

Employees of the Company who are eligible to continue to participate in the Plan are those non-represented employees who are paid on an hourly or salaried basis and had at least one year of Service as of May 15, 2009.

If you were a Participant in the Plan as of May 15, 2009, then you will continue as a Participant as long as you were employed with the Company on that date.

A Year of Service is defined as having worked for the Company for twelve consecutive months during which you earned at least 1,000 Service Hours. The twelve consecutive month period may be the twelve months that began when you were hired or any Plan Year (January 1 - December 31) after you were hired.

Service Hours include all hours you worked plus the number of hours up to 501 hours, for which you are paid and would have worked during periods of authorized absence, such as vacations, holidays, sick leave, jury duty, disability and layoff.
Full-time Benefits – The Pension Summary Plan

Service Hours include hours you would have worked during periods of military leave if you return to work from such leave within the time required by law.

If you are an employee whose hours are not required to be counted by law, you are credited with 45 Service Hours for each week in which you would have at least one Service Hour.

Vesting

After you are a Participant in the Plan, you will be entitled to receive a pension if you become Vested. In order to be Vested, you must have 5 years of Vesting Service with the Company. Vested means that you are entitled to a pension benefit at your Normal Retirement Date, whether or not you are employed by the Company at that time. Any Plan Year you work after age 18 during which you earn at least 1,000 Service Hours counts as a year of Vesting Service. You also become automatically Vested on your 65th birthday, even with less than 5 years of Vesting Service, if you are employed at that time and were a participant of the Plan as of May 15, 2009. However, if you reach age 65 but have less than five (5) years of Vesting Service, your Vested pension payments cannot begin until the 5th anniversary of your date of participation in the Plan.

Your Normal Retirement Date

Your Normal Retirement Date is the date you become 65, and have completed five (5) Years of Service. Normal retirement pension payments normally begin on the first day of the month coinciding with or immediately following your Normal Retirement Date. Before your pension payments can begin, you must apply for benefits by contacting the Plan Administrator Representative.

Retirement Income You Will Receive

The amount of your normal retirement pension is based on a formula. The formula is based on your Years of Credit, your Average Monthly Compensation, your Supplemental Benefit and is subject to your Minimum Benefit Amount. These terms are explained below.

1. Your Years of Credit

You earn one Year of Credit (called Service Credits in the official Plan document) for each Plan Year from your date of hire through May 15, 2009, in which you earn at least 1,000 Service Hours. For Supplemental Benefit purposes, Years of Credit begin to count as of January 1, 1993 through May 15, 2009.
Full-time Benefits – The Pension Summary Plan

If you earn fewer than 1,000 hours in any Plan Year, you will not receive a Service Credit for that Plan Year. However, for the 2009 Plan Year, you will receive a partial Year of Credit based on your Service Hours through May 15, 2009.

If you are an hourly employee, periods of employment prior to January 1, 1982 are not considered in determining your Years of Credit.

2. Your Average Monthly Compensation

If you are a salaried employee, your Compensation for a calendar year was calculated using your straight-time wages, including sales commissions, bonuses, and any before-tax contributions you made to the Company’s 401(k) Plan or flexible benefits plan, but excluding the 53rd week of pay, overtime, taxable fringe benefits, travel bonuses, and any other extra compensation you received from the Company. If you are an hourly employee, your compensation for a calendar year was your straight-time wages, including overtime, shift differentials, commissions, and any before-tax contributions you made to the Company’s 401(k) Plan or flexible benefits plan, but excluding any other extra compensation you received from the Company.

Your Average Monthly Compensation is 1/12 of the sum of your compensation earned from the later of your date of hire or January 1, 1993, through May 15, 2009, divided by your Years of Credit earned during that period. Any calendar year in which you completed less than 1,000 Service Hours is excluded in determining your Average Monthly Compensation.

3. Your Supplemental Benefit

Your Supplemental Benefit is the larger of (a) $3.00 multiplied by your Years of Credit earned from January 1, 1993 through May 15, 2009, or (b) one-tenth of one percent of your Average Monthly Compensation multiplied by your Years of Credit earned from January 1, 1993 through May 15, 2009.

4. Your Minimum Benefit Amount

If you have at least 20 Years of Credit as of May 15, 2009, you will be guaranteed a minimum benefit of the greater of (a) $8.00 a month multiplied by your Years of Credit, or (b) 33-1/3% of your Average Monthly Compensation through May 15, 2009, reduced by $45.00. This Minimum Benefit Amount does not apply to you if you are a highly-paid employee, as defined under IRS rules. Ask your Plan Administrator Representative for further information.
Transfers

If you are transferred to another affiliated division of Booth Newspapers, or another affiliated company, you will not lose any years of credit.

Pension Formula

The Plan’s pension formula is made up of 3 steps:

Step 1:  
(a) Multiply the first $833.33 of your Average Monthly Compensation through May 15, 2009 by 1.17% (0.0117).

(b) Subtract $833.33 from your Average Monthly Compensation and multiply the balance by 1-1/2% (0.0150).

(c) Add the results in (a) and (b) and multiply by your Years of Credit through May 15, 2009.

Step 2:  
(a) Multiply $3.00 times your Years of Credit earned from January 1, 1993, through May 15, 2009.

(b) Multiply 1/10 of 1% (0.001) of your Average Monthly Compensation times your Years of Credit earned from January 1, 1993, through May 15, 2009.

(c) The larger of either (a) or (b) is your Supplemental Benefit.

Step 3:  
Add the results from Steps 1(c) and 2(c). If you have less than 20 Years of Credit through May 15, 2009, this will be your monthly Normal Retirement Pension.

If you have at least 20 Years of Credit, your monthly Normal Retirement Pension is the larger of either:

(a) The sum of Steps 1(c) and 2(c); or

(b) $8.00 multiplied by all your Years of Credit through May 15, 2009; or

(c) 1/3 of your Average Monthly Compensation through May 15, 2009, minus $45.

The following examples illustrate how your monthly Normal Retirement Benefit is calculated. In these examples, we are assuming that the Participant is retiring at age 65 on January 1, 2009 (Example 1) and January 1, 2010 (Example 2).
Example 1 - Frank Jones

Frank Jones retires on January 1, 2009, at age 65 with 34 Years of Credit.

Compensation for years prior to 1993 is not considered under the formula.

Frank’s Average Monthly Compensation is $4,242.46, calculated as follows:

Compensation
2008  $60,192
2007  59,018
2006  57,865
2005  56,746
2004  55,655
2003  54,590
2002  53,534
2001  51,984
2000  50,470
1999  49,000
1998  47,573
1997  46,187
1995  44,842
1995  43,536
1994  42,268
1993  41,092

$814,522 ÷ 16 ÷ 12 = $4,242.46

Frank’s monthly Normal Retirement Benefit is $2,138.14 and is calculated as follows:

Step 1: (a) Multiply the first $833.33 of Frank’s Average Monthly Compensation ($4,242.46) by 1.17% (.0117).

$833.33 x .0117 = $9.75

(b) Subtract $833.33 from Frank’s Average Monthly Compensation ($4,242.46) and multiply the balance by 1-1/2% (.0150).

$3,409.13 x .0150 = $51.14

(c) Add the results in (a) and (b) and multiply by Frank’s Years of Credit (34).

$9.75 + 51.14 = $60.89
$60.89 x 34 = $2,070.26
Full-time Benefits – The Pension Summary Plan

Step 2:  
(a) Multiply $3.00 times Frank’s Years of Credit from January 1, 1993 through May 15, 2009

$3.00 x 16 = $48.00

(b) Multiply 1/10 of 1% (.001) of Frank’s Average Monthly Compensation ($4,242.46) and multiply the result by Frank’s Years of Credit from January 1, 1993 through May 15, 2009

$4,242.46 x .001 = 4.2425
4.2425 x 16 = $67.88

(c) $67.88 is Frank’s Supplemental Benefit because it is the larger of (a) or (b).

Step 3:  
Add the results from Step 1(c) ($2,070.26) and Step 2(c) ($67.88) to determine Frank’s monthly Normal Retirement Benefit amount.

$2,070.26 + $67.88 = $2,138.14

$2,138.14 is Frank’s Monthly Normal Retirement Benefit since it is greater than his Minimum Benefit Amount (the greater of $8 x 34 = $272.00 a month or 33-1/3% of his Average Monthly Compensation, less $45 (.3333 x $4,242.46 = $1,414.15 - $45 = $1,369.15).
Example 2 - Patricia Green

Patricia Green retired on January 1, 2010, at age 65 with 18.7275 Years of Credit. As the accrual of benefits under the Plan ceased on May 15, 2009, Patricia will receive Credit for only the hours worked (727.50 hours) through May 15th divided by 1,000 for the 2009 Plan year. (Compensation is excluded from the calculation for 2009 as Patricia had under 1,000 prior to cessation of pension accruals.)

Compensation for years prior to 1993 is not considered, so Patricia’s Average Monthly Compensation is $3,040.39, calculated as follows:

\[
\text{Compensation} \\
2008 \quad \$43,258 \\
2007 \quad 42,428 \\
2006 \quad 41,617 \\
2005 \quad 40,809 \\
2004 \quad 39,998 \\
2003 \quad 39,192 \\
2002 \quad 38,413 \\
2001 \quad 37,264 \\
2000 \quad 36,159 \\
1999 \quad 35,073 \\
1998 \quad 34,017 \\
1997 \quad 32,998 \\
1996 \quad 32,009 \\
1995 \quad 31,047 \\
1994 \quad 30,118 \\
1993 \quad 29,354 \\
\]

\[
\frac{583,754 \div 16 \div 12}{\text{Compensation}} = \$3,040.39
\]

Patricia’s monthly Normal Retirement Benefit is $853.52 and is calculated as follows:

**Step 1:**

(a) Multiply the first $833.33 of Patricia’s Average Monthly Compensation ($3,040.39) by 1.17% (.0117).

\[
\$833.33 \times 0.0117 = $9.75
\]

(b) Subtract $833.33 from Patricia’s Average Monthly Compensation ($3,040.39) and multiply the balance by 1-1/2% (.0150).

\[
\$3,040.39 - 833.33 = $2,207.06 \\
$2,207.06 \times 0.0150 = $33.11
\]

(c) Add the results in (a) and (b) and multiply by Patricia’s Years of Credit.

\[
\$9.75 + $33.11 = $42.86 \\
$42.86 \times 18.7275 = \$802.66
\]
Step 2: (a) Multiply $3.00 times Patricia’s Years of Credit from January 1, 1993 through May 15, 2009

\[3.00 \times 16.7275 = 50.18\]

(b) Multiply 1/10 of 1% (.001) of Patricia’s Average Monthly Compensation ($3,040.39) and multiply the result by Patricia’s Years of Credit from January 1, 1993 through May 15, 2009.

\[3,040.39 \times .001 = 3.0404\]
\[3.0404 \times 16.7275 = 50.86\]

(c) $50.86 is Patricia’s Supplemental Benefit because it is the larger of (a) or (b).

Step 3: Add the results in Step 1(c) ($802.66) and Step 2(c) ($50.86) to determine Patricia’s monthly Normal Retirement Benefit amount.

\[802.66 + 50.86 = 853.52\]

$853.52 is Patricia’s monthly Normal Retirement Benefit. The Minimum Benefit Amount calculation does not apply to Patricia since she has less than 20 Years of Credit at the time of her retirement.
Full-time Benefits – The Pension Summary Plan

Break in Service

You will not earn Years of Credit or Vesting Service in any Plan Year in which you earn less than 501 Service Hours. These years are called Break Years.

However, merely because you have a Break Year does not mean that you will lose prior service. You will only lose prior Years of Credit and Vesting Service if you are not Vested, and the number of consecutive Break Years equals or exceeds five or the number of your pre-break Years of Service, whichever is larger.

Early Retirement

You can also retire at any time from age 55 to 65 and still get a monthly benefit for life, provided you have at least 10 Years of Service. Before your pension payments can begin, you must apply for benefits by contacting the Plan Administrator Representative.

The Early Retirement Pension You Will Receive

Your Early Retirement Pension is calculated in the same way as your Normal Retirement Pension, but the amount is then reduced by 4% (.04) for each year that your Early Retirement Date precedes the first day of the month after you reach age 62. Your Early Retirement Pension before age 62 is smaller than your Normal Retirement Pension at age 65 because:

- benefits are earned for fewer years - to the date of Early Retirement instead of age 65; and
- pension payments are made to you over a longer period of time - the additional years of payment from your Early Retirement Date to your Normal Retirement Date.

The following chart shows the percentage of your benefit that you will receive if you retire and start your pension payments before your Normal Retirement Date:

<table>
<thead>
<tr>
<th>Age Payment Starts</th>
<th>Percentage of Your Benefit You Will Receive</th>
</tr>
</thead>
<tbody>
<tr>
<td>55</td>
<td>72%</td>
</tr>
<tr>
<td>56</td>
<td>76%</td>
</tr>
<tr>
<td>57</td>
<td>80%</td>
</tr>
<tr>
<td>58</td>
<td>84%</td>
</tr>
<tr>
<td>59</td>
<td>88%</td>
</tr>
<tr>
<td>60</td>
<td>92%</td>
</tr>
<tr>
<td>61</td>
<td>96%</td>
</tr>
<tr>
<td>62</td>
<td>100%</td>
</tr>
</tbody>
</table>
You should carefully consider the consequences of receiving your payments early versus deferring payments until later.

**Late Retirement**

If you continue working beyond your Normal Retirement Date, your benefit generally is not payable until you actually do retire. In any event, when you reach age 70½, you may make a one-time election to either begin receiving your benefit payments as of April 1 of the year after the year in which you reach age 70½ or to defer your benefit payments until you actually retire.

**The Late Retirement Pension You Will Receive**

Your Late Retirement Pension will be calculated in the same way as your Normal Retirement Pension based on your Years of Credit, your Average Monthly Compensation and your Supplemental Benefit accrued as of May 15, 2009.

**If You Become Disabled**

If you become disabled after May 15, 2009, you will not be entitled to a Disability Retirement Pension.

**If You Leave Before Retirement**

If you leave employment before retirement, and if you were vested, you will be eligible for a Deferred Vested Pension at age 65. However, you may elect to start receiving your pension payments on the first day of any month after your 55th birthday, provided you had completed at least 10 Years of Service prior to your termination of employment. If you make this election, the amount of your pension will be reduced as described in the “Early Retirement” section above.

You should notify the Plan Administrator Representative of any change in address you may have, and you must apply for your benefits at least 90 days in advance of the date you want your pension payments to begin.

**The Deferred Vested Pension You Will Receive**

Your Deferred Vested Pension is calculated based upon your Years of Credit, your Average Monthly Compensation and your Supplemental Benefit as of May 15, 2009 providing you were a participant of the Plan as of May 15, 2009.
Returning to Work After Retirement

If you are re-employed by the Company following retirement, your pension payments will be suspended for the rest of the calendar year in which you are re-employed once you complete 480 Service Hours in that year. If your payments are suspended, then they will begin again as of January 1 of the following year, subject to the 480-hour suspension rule.

If you are age 70½, your pension payments will be suspended only if you elected prior to your initial retirement not to receive payments while you were working. If you reached age 70½ before 1997, special rules apply to you. Please see the Plan Administrator for details.

Pre-Retirement Spouse Benefit

If you have at least 10 years of Vesting Service and die between the ages of 55 and 65, your spouse (if you have been married for at least one year) will receive a 50% Surviving Spouse Pension, as described in the “How Your Pension Is Paid” section below. Payments will be reduced, as described in the “Early Retirement” section above, and will begin on the first of the month following the date of your death.

If you have at least 10 years of Vesting Service and die before reaching age 55, your spouse (if you have been married for at least one year) will receive a 50% Surviving Spouse Pension. Payments will be reduced, as described in the “Early Retirement” section above, and will begin on the first of the month following the date you would have reached age 55.

If you are vested but have fewer than 10 years of Vesting Service when you die, regardless of your age at the time, your spouse (if you have been married for at least one year) will receive a 50% Surviving Spouse Pension computed as if you had taken a Normal Retirement Pension. Payments will begin on the first of the month following the date you would have reached age 65.

Before pension payments can begin, your spouse must apply for benefits by contacting the Plan Administrator Representative. Your spouse may elect to defer pension payments until the first day of any month up to and including what would have been your Normal Retirement Date. The monthly amount will generally be larger than if payments had started at the earliest date since they will be made over a shorter period of time. The Surviving Spouse Pension will be forfeited if your spouse dies before payments begin.
Your Pension Is Paid

Your Plan benefits will be paid under the automatic form of payment described below, depending on your marital status, unless you elect an optional form of payment.

If You Are Single

The normal form of retirement income under the Plan is a monthly payment during your lifetime which stops when you die. This is known as a Straight-Life Annuity. The examples in this booklet are based on the Straight-Life Annuity form of payment.

If you are not married when your pension begins, your pension will automatically be paid in the Straight-Life Annuity Form of payment.

If You Are Married

50% Survivor Spouse Pension

If you are married when your pension begins, (other than a disability retirement benefit received before age 65), your pension will automatically be paid in the form of a 50% Surviving Spouse Pension. Under this form of payment, the Straight-Life Annuity is reduced to enable a pension to be paid to your spouse after your death. The amount of the reduction is based upon the age of your spouse on the date you begin to receive a pension. The reduced payment is made to you for your lifetime and, if you spouse survives you, he or she receives 50% of your reduced pension for his or her lifetime. However, if you and your spouse have not been married for at least one year as of the date of your death, your spouse will not receive a pension.

Your pension will automatically be paid as described above unless within the 180-day period before your payments begin (1) you waive your right to have your pension paid in the automatic payment form, (2) you choose to have your pension paid in an optional payment form described below, and (3) if you are married, your spouse consents in writing before a notary public to your choice of an optional payment form (unless you elect the 75% Surviving Spouse Pension, Effective January 1, 2008, or the Joint 100% Survivor Annuity). In certain cases, your spouse must also consent to your elected payment date. Forms to waive the automatic payment form and to select your payment date will be provided by the Plan Administrator Representative.

You may revoke your choice of an optional payment form at any time within the 180-day election period without the consent of your spouse, if any. However, a later election to receive an optional payment form (other than the 75% Surviving Spouse Pension or the Joint and 100% Survivor Annuity) will require your
spouse’s written consent. If you do not choose another optional payment form following revocation of your previous choice, your pension will be paid in the automatic payment form.

Optional Forms of Payment

You may elect to have your benefit (other than a disability retirement benefit received before age 65) paid in any one of the following optional payment forms:

1. **Straight-Life Annuity**: pays you a monthly benefit for as long as you live. Payments stop when you die.

2. **75% Surviving Spouse Pension**: pays you a reduced monthly benefit for as long as you live and, upon your death, will continue to pay your spouse a monthly benefit for the rest of his or her life. Your spouse’s benefit will be 75% of the monthly amount that you were receiving. However, if you and your spouse have not been married for at least one year as of the date of your death, your spouse will not receive a pension. If your spouse dies before you, benefit payments will stop upon your death.

3. **Joint and 100% Survivor Annuity**: pays you a reduced monthly benefit as long as you live and, upon your death, will continue to pay your spouse a monthly benefit for the rest of his or her life. Your spouse’s benefit will be equal to 100% of the monthly amount that you were receiving. However, if you and your spouse have not been married for at least one year as of the date of your death, your spouse will not receive a pension. If your spouse dies before you, benefit payments will stop upon your death.

4. **Straight-Life Annuity with 120 Months Guaranteed**: pays you a reduced monthly benefit for as long as you live, and if you die before receiving 120 monthly payments, your beneficiary may elect to receive either monthly benefit payments in the same amount you were receiving for the rest of the guaranteed period or a single payment equal to the lump sum value of the remaining guaranteed payments. If you die after receiving at least 120 payments, benefits will stop upon your death. For example, if you elect the life income with 120 payments guaranteed and you die after receiving 40 payments, your beneficiary will elect to receive either 80 monthly payments or the lump sum value of the remaining 80 payments. On the other hand, if you die after receiving 120 payments, no survivor benefit is payable.

5. **Social Security Adjustment**: (also known as a Level Income Option) pays you an increased benefit until Social Security benefits begin at age 62. Once Social Security payments begin, Plan benefits are reduced in order to provide you with as nearly as
possible, a level income for your lifetime from the Plan and Social Security. There is no survivor benefit payable under this option. This method of payment is not available to terminated vested retirees.

The amount of the Social Security Adjustment option will depend on interest and mortality assumptions in effect under the Plan at the time your benefit payments begin. If the interest rate used to calculate your option increased for any reason (such as changes in market rates, laws, or plan terms) this could reduce the amount of the Social Security Adjustment.

If you are married and elect an optional payment form (other than the 75% or 100% Joint and Survivor Benefit) your spouse must consent in writing to your election before a notary public. If you designate someone other than your spouse as your beneficiary under the Life Income with 120 Months Guaranteed option, your spouse must also consent to your designation. Your selection of a beneficiary may be limited by certain legal requirements. Please contact your Plan Administrator Representative for further details.

**Automatic Lump Sum Payment**

If the value of your pension benefit, as determined by an actuary, is $5,000 or less, the benefit will be paid as one lump sum as soon as administratively practical after you terminate employment. Similarly, this will be how payment will be made to your spouse if he or she is entitled to a Pre-Retirement Spouse Pension whose value is $5,000 or less.

In general, you may elect to have your lump sum distribution directly rolled over into an IRA or, if permitted, your new employer’s retirement plan. You will receive more detailed information about your rollover options at the time of your distribution.

If you do not affirmatively elect to receive your lump sum payment in cash or in a direct rollover to another retirement plan or IRA, your lump sum will be rolled over to an IRA established by the Plan in your name. This automatic IRA rollover does not apply to a surviving spouse or other beneficiary or to participants over age 65.
Full-time Benefits – The Pension Summary Plan

The Plan’s IRA provider is:

Millennium Trust Company, LLC
820 Jorie Boulevard, Suite 420
Oakbrook, IL 60523
PH (877) 682-4727
Fax: (630) 368-5697

The Millennium IRA uses a fully FDIC insured money market account as its investment vehicle. A one-time set-up fee and an annual maintenance fee are automatically deducted by Millennium from the IRA. There is no charge for viewing the IRA online and there is no fee charged by Millennium for closing the IRA. Of course, all fees are subject to change in the future.

What Social Security Adds

Social Security is paid in addition to the benefits under this Plan. While you work, you and the Company each make contributions to Social Security based on your earnings.

Hourly Employees

All provisions of the Plan are applicable to hourly employees, including the requirement that employees work 1,000 Service Hours in a year before receiving one Year of Credit. If you were an hourly employee as of January 1, 1999, and you were a Participant in the Plan prior to January 1, 1993, there is an additional step in the pension formula which is designed to ensure that for any Year of Credit you earn after December 31, 1998, you will receive an additional benefit accrual for that year through May 15, 2009. If this applies to you or if you have any questions concerning your Years of Service, your Years of Credit or the amount of your pension as an hourly employee, please contact the Plan Administrator Representative.

Former Employees

The Plan provisions described in this booklet do not apply to former employees of the Company who retired or otherwise terminated their employment with the Company before May 16, 2009. Those rights are determined by the terms of the Plan in effect on the date of termination of employment.

Other Information You Should Know

Employer

The Company’s address is Booth Newspapers, Inc., 155 Michigan Street, N. W., Grand Rapids, Michigan 49503. The Company’s telephone number is (616) 222-5818. The Company’s tax identification number is 20-5863458.
Plan Identification

For federal government purposes, the Plan is classified as a trustee defined benefit pension plan. Records are kept on the basis of the Plan Year, which is the calendar year. The Plan is identified for federal government purposes as:

<table>
<thead>
<tr>
<th>Name of Plan</th>
<th>Plan Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advance Pension Plan</td>
<td>004</td>
</tr>
</tbody>
</table>

Plan Sponsor’s Tax Identification Number
13-5576716

(The Plan sponsor is Advance Publications, Inc., 950 Fingerboard Road, Staten Island, New York 10305; a complete list of participating employers is available for examination at the Plan Administrator Representative’s office and a copy may be obtained by written request to the Plan Administrator Representative.)

Plan Administration

Your pension is administered locally by a Plan Administrator Representative appointed by the Board of Directors of the Company. The Plan Administrator Representative authorizes pension payments, resolves questions, and tries to make sure the Plan is fair to all.

Inquiries to the Plan Administrator Representative should be directed to:

Michael P. Ply
The Grand Rapids Press
155 Michigan NW
Grand Rapids, Michigan 49503
PH (616) 222-5444

Claim Procedure

Applying for Benefits

In order to receive a Plan benefit you must complete and file a written application with the Plan Administrator Representative. The application form is available from the Plan Administrator Representative or on the “Mylinks” page which can be accessed through the Intranet. You will be asked to furnish information such as your age, marital status and present address. Your application for benefits will be processed when the Plan Administrator Representative receives this information. If your application is missing information, the Plan Administrator Representative will notify you within 45 days. You will have at least 180 days to then complete and file your application. It is your responsibility to inform the Plan Administrator Representative of any changes in your mailing address in order to ensure that your benefit checks will reach you.
Notice of Benefit Determination

Within 90 days of receiving your complete application, the Plan Administrator Representative will tell you whether your application is approved. In special circumstances the Plan Administrator Representative may require an extension of time for review of your application and benefit determination, in which case, a written notice explaining the reasons for the delay and the date by which the Plan Administrator Representative expects to make your benefit determination will be given to you before the end of the 90-day period. If the Plan Administrator Representative approves your application, you will receive a Notice of your Benefit Determination. If it is not approved, the Plan Administrator Representative will provide you with a notice explaining why, referring you to the applicable provisions of the Plan (including any internal rules or guidelines) on which the determination is based; describing any additional information necessary for you to perfect your claim and why it is necessary; describing the Plan's review procedures, including an explanation of your right to bring a civil action under ERISA following an adverse benefit determination on review; telling you how you can get a reconsideration of the Plan Administrator Representative's decision; and explaining your right to file an appeal within 60 days and that failure to so file an appeal constitutes your consent to the Plan Administrator Representative’s decision.

Appeal

Within the 60 days following receipt of the Notice of Benefit Determination, you or your representative may file an appeal with the Plan Administrator Representative requesting a reconsideration of your application. You will have the opportunity to submit to the Plan Administrator Representative written comments, documents, records and other information relating to your denied claim. The review of your benefit determination will take such submission into account and will be made by a Plan fiduciary who was not involved in the initial determination. You will be provided, upon request and free of charge, reasonable access to and copies of all documents, records and information relevant to your claim.

You should receive written notice of the final decision within 60 days after your request for review is received by the Plan Administrator Representative. If the Plan Administrator Representative requires more time to review the appeal because of unusual circumstances, you will be notified, in which case a decision will be made within a reasonable period of time, but not later than 120 days after receipt of your request for review. In the case of an adverse determination, this notice will explain why, referring you to the applicable Plan provisions (including any
internal rules or guidelines) on which the determination is based and will explain your rights to have, upon request and free of charge, access to and copies of all Plan documents and records concerning your benefit determination. This notice will also describe your right to bring a civil action under ERISA.

Financing

The Company pays the entire cost of your pension through periodic actuarially-determined contributions to the pension plan trust fund. The funds are held and invested by the Plan’s Trustee, JP Morgan Chase Bank, N. A., 4 New York Plaza, 15th Floor, Mail Code: NY1-E182, New York, NY 10004-2413.

Maximum Pensions

Compensation for Plan calculation purposes is limited by the IRS to an annual maximum (adjusted by the IRS for cost-of-living changes). Any increase in the compensation limit applies to your Plan compensation only for the year in which the increase is effective. Federal regulations require every plan to include provisions concerning maximum pensions. Inquiries in this regard should be directed to the Plan Administrator Representative.

Top Heavy Plans

A top-heavy plan is a plan under which key employees (as defined under IRS rules) receive a certain percentage of benefits under the plan (the percentage is fixed by the IRS) which is greater than the percentage received by all other employees. This Plan is not top-heavy; however, federal regulations require every plan to include provisions concerning top-heavy plans. If the Plan becomes top-heavy in any Plan Year, (1) a minimum retirement benefit may be provided and (2) the vesting provisions would be changed as follows:

<table>
<thead>
<tr>
<th>Years of Vesting Service</th>
<th>Vesting Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3</td>
<td>0%</td>
</tr>
<tr>
<td>3 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

Qualified Domestic Relations Order (QDRO)

If your interest in the Plan becomes subject to a qualified domestic relations order, all or a portion of your Plan benefits may be applied to satisfy the obligations under such order. Generally, a qualified domestic relations order is any judgment, decree or order under state domestic relations law which provides for child support, alimony, or marital property settlement with respect to a spouse, child or other dependent of a Participant. The Plan Administrator Representative has established procedures to
determine the qualified status of any domestic relations order received. You can obtain a copy of these procedures from the Plan Administrator Representative without charge.

Rollovers From Other Plans

This Plan will not accept a direct rollover from another plan or your contribution of a distribution from another plan or your IRA.

Other Information

Permanence

Although the Plan is intended to be permanent, the right to amend or terminate the Plan at any time has been reserved by the Plan sponsor, Advance Publications, Inc. Other participating employers have no right to amend or terminate the Plan. However, each participating employer has the right at any time to withdraw from Plan participation with respect to its employees. Legal counsel for the Plan sponsor is authorized to amend the Plan solely to comply with changes in the law, including any applicable regulations, rulings or procedures pertaining to such laws, or as required by the Internal Revenue Service in connection with obtaining a favorable determination letter with respect to the Plan's qualified status. A decision to amend or terminate the Plan might result from a change in law or any other reason. No amendment to the Plan, however, can cause any reduction in the accrued pension of any Participant or the elimination or reduction of certain protected benefits (such as early retirement benefits and optional forms of benefit payment) with respect to accrued pensions as of the later of the adoption date or effective date of the amendment, except as allowed by law.

Under federal regulations, amendments improving Plan benefits are generally prohibited unless the Plan is at least 80% funded after taking the amendment into account or the Company immediately funds the full cost of the benefit improvement.

The Plan document includes specific provisions as to how the money in the trust fund must be used for the benefit of participating employees and their spouses. It cannot be returned to the Company or any other participating employer unless there is more than enough to pay all accrued pensions. If the Plan is completely terminated, accruals of additional benefits under the Plan will stop. Benefits already earned under the Plan for Participants actively employed with the Company at the time of the termination, to the extent then funded, will become fully vested. The assets of the Plan will be allocated in accordance with the Pension Benefit Guaranty Corporation’s rules to pay such earned benefits, as discussed below. If excess assets remain after all of
the Plan’s liabilities for such earned benefits are satisfied, those excess assets will be returned to the Company.

Termination Insurance

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough for the company; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan’s normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you may still receive some of those benefits from the PBGC depending on how much money your plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator Representative or contact the PBGC’s Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC’s pension insurance program is available through the PBGC’s website on the Internet at http://www.pbgc.gov.
Agent of Service of Legal Process

The Plan Administrator Representative is the agent for service of any legal process against the Plan. Service of legal process also may be made upon the Trustee.

Further Information

This booklet describes highlights of the Plan. Full details are contained in the official Plan and Trust documents which govern and control all rights and benefits in case of any conflict with the explanation given in this booklet. Some terminology in the booklet differs from that in the Plan document. For example, in the official Plan document, Years of Credit are referred to as Service Credits. If you would like to examine the documents or ask any questions about the Plan or your benefit rights, please address your inquiry to the Plan Administrator Representative whose name is located in the Company Internal Contact Listing Section.

Statement of ERISA Rights

The following statement of ERISA rights is required to be included by law. Please understand that the Company is required to use the words contained in the regulations. By presenting this required statement, the Company does not want to suggest that to be treated fairly and obtain proper representation; you must take legal action or seek aid from any governmental agency. You, of course, have that right. However, the Company would like you to remember that it would like to help you with any problems you may have concerning your pension just as it wanted to provide you with these benefits in the first place. The Company hopes you will come to us first with any problems that might arise.

As a Participant in the Advance Pension Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), which provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

-Examine, without charge, at the Plan Administrator Representative’s office, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the employee Benefits Security Administration.

-Obtain, upon written request to the Plan Administrator
Full-time Benefits – The Pension Summary Plan

-Receive the Plan’s annual funding notice. The Plan Administrator Representative is required by law to furnish each Participant with a copy of this summary annual report.

-Obtain a statement telling you whether you have a right to receive a pension at your normal retirement age (age 65 and 5 Years of Pension Service) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

In any event, the Plan Administrator Representative is required by law to furnish each participant with a statement once every three (3) years.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have the right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan document, or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator Representative to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not
sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds that your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator Representative. If you have any questions about this statement or about your rights under ERISA or if you need assistance in obtaining documents from the Plan Administrator Representative, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

We hope this document has provided you with the information you need about your pension, which was implemented many years ago by our Company for the benefit of you and your family. However, it is impossible to answer all of your questions, so as matters come up which can be confusing, or specific questions are developed, please do not hesitate to see your Plan Administrator Representative.
## IRS Maximum Annual Limits

### The Advance 401(k) Plan - 2011

**Contributions**
The maximum annual amount you can elect to save for 2011 is $16,500.

**Age 50 and Older – “Catch-up” Contributions**
The maximum additional annual amount you can elect to save for 2011 is $5,500.

**Income Limit**
The maximum eligible compensation limit for 2011 is $245,000.

### The Advance Pension Plan - 2011

The Advance Pension Plan ceased accruals as of May 15, 2009.

### Social Security Limits – 2011

**Social Security Tax (OASDI) on your pay stub**
The 2011 wage base limit was $106,800, and remains unchanged from 2010.

**Medicare Tax**
There is no wage base limit for Medicare tax: all covered wages are subject to Medicare tax.
Internal Contact Listing

General Plan Information:

**Employer**
The Herald Publishing Company, LLC  
c/o The Grand Rapids Press  
155 Michigan Street NW  
Grand Rapids, MI 49503  
PH (616) 222-5400

**Employer Identification Number**
20-5863458

Internal Contacts

**Publisher**
Dan Gaydou  
PH (616) 222-5817

**Director of Finance and Administration**
Michael P. Ply  
PH (616) 222-5444

**General Manager**
Steven Westphal  
PH (616) 222-5819

**Human Resources Manager**
Marietta Foley  
PH (616) 222-5576

**Benefits Administrator**
Jeff Hnilo  
PH (616) 242-1010
Internal Contact Listing

Plan Administrator / Representative

Aetna / BCBS of Delaware Medical Plans
Aetna Dental Plan
Vision Service Plan (VSP)
Retiree Health Insurance Premium Accounts (RHIPA)
Wageworks - Flexible Spending Accounts
The Hartford – Short & Long Term Disability Plans
Prudential Life Insurance Plans
Advance 401(k) Plan
Advance Pension Plan

Michael P. Ply
The Herald Publishing Company, LLC
c/o The Grand Rapids Press
155 Michigan NW
Grand Rapids, MI 49503
PH (616) 222-5444
External Contact Listing

Plan Insurers

**Aetna HRA PPO Plans**

**Aetna Pharmacy**

**Aetna Dental**

Aetna, Inc.
151 Farmington Avenue
Hartford, CT 06156

Policy Numbers:
- 335400  Retiree Basic / Medigap Plans
- 469608  Medium PPO with HRA Plan
- 469609  Basic PPO Plan
- 659142  High PPO with HRA Plan

Medical (Rx) Plan Number: 528
Dental Plan Number: 529

Website: [www.aetna.com](http://www.aetna.com)
Click on “Aetna Navigator” and register to view your personal account

Customer Service  800-807-8770

Medical/Dental Claims Address
Aetna, Inc.
PO Box 981107
El Paso, TX 79998-1107

Aetna HRA Fund Reimbursement
Aetna, Inc.
PO Box 981107
El Paso, TX 79998-1107

Aetna Mail Order Prescription
Aetna RX Home Delivery
PO Box 417019
Kansas City, MO 64179-9892
PH 1-866-612-3862

**Blue Cross Blue Shield of Delaware PPO Plans**

**Blue Cross Blue Shield RHIPA Accounts**

One Brandywine Gateway
P.O. Box 1991
Wilmington, DE 19899-1991
Policy Number 113311
Medical Plan Number 528

Website: [www.bcbsde.com](http://www.bcbsde.com)
Under the “Customer” Tab – enter your BCBS ID # and setup a password under “Your BlueConnection Logon” and register to view your personal account
External Contact Listing
Customer Service  800-810-BLUE (2583)
BCBS – HRA Account – Benny Card
Website:  www.bcbsde.com  (select Learn About Flex Benefits)
Account Information  www.mybennycard.com  (ID # is your social
security number / Card # is last four digits of your Master Card #
Email:  Flex@bcbsde.com
Fax:  302-421-8883
Phone:  800-559-FLEX (3539)

RHIPA – Retiree Account Information
Once you have retired from the Company and are eligible for a RHIPA
Account, one will be setup for you with BCBSDE.

Email:  RHIPA@bcbsde.com
Fax:  302-421-8883
Phone:  800-559-FLEX (3539)
Address:  Blue Cross Blue Shield of Delaware
Flexible Benefits Department
PO Box 8737
Wilmington,  DE  19899-8737

Vision Coverage
Vision Services Plan (VSP)
P.O. Box  997105
Sacramento,  CA  95899-7105
PH  1-800-877-7195
Website:  www.vsp.com

Flexible Spending Accounts
Wageworks
1100 Park Place,  4th Floor
San Mateo,  CA  94403
PH  1-877-Wageworks (924-3967)
Website:  www.wageworks.com

Claims Submittal Address
P.O. Box 14053
Lexington,  KY  40512
Claims Fax – 1-877-353-9236

The Savings Calculator on www.wageworks.com can help you
determine how much to contribute to the FSAs based on your
estimated out-of-pocket expenses.  You can also go to
www.getwageworks.com/fsa to learn more about Wage Works and
your FSA.
**External Contact Listing**

**Short & Long Term Disability**
Hartford Life & Accident Insurance Co.
200 Hopmeadow Street
Simsbury, CT 06089

To file a Short-Term Disability Claim
PH 1-800-538-8439
Website: [www.TheHartfordAtWork.com](http://www.TheHartfordAtWork.com)

**Life Insurance Plans**
Prudential Life Insurance Co. of America
Basic Employee Life Insurance
AD&D Employee Life Insurance
Supplemental Life Insurance – Employee
Spousal/Tax-Qualified Same-Gender Domestic Partner Life Ins.
Dependent Child(ren) Life Insurance
Long Term Care Insurance (LTC)

290 West Mt. Pleasant Ave.
Livingston, NJ 07039-2729
PH 1-800-732-0416
Website: [www.prudential.com](http://www.prudential.com)
Plan 530

**Travel AD&D Life Insurance**
American International Group Life
BWD Group LLC
P.O. Box 9050
Jericho, NY 11753-8950
Plan Number 534

**Wellness**
Quality Health Solutions (QHS)
PO Box 174
Lake Oswego, OR 97034-9916
PH 1-888-747-4799
Fax 1-503-206-3083
Website [www.qualityhealthsolutions.com/goodhealth](http://www.qualityhealthsolutions.com/goodhealth)
Email support@qualityhealthsolutions.com

**Alere (Chronic Disease Management)**
PH 1-888-209-8368
Website: www.alere.com
Pension Plan

The Advance Pension Plan
Plan Number 004

Plan Year: January 1 through December 31

Pension Plan Administrator Representative
Pension Committee
c/o Michael P. Ply
The Grand Rapids Press
155 Michigan NW
Grand Rapids, MI 49503
PH (616) 222-5406

Agent for Service of Legal Process
Plan Administrator
Pension Committee
c/o Michael P. Ply
The Grand Rapids Press
155 Michigan NW
Grand Rapids, MI 49503
PH (616)222-5444

Pension Plan Trustees
JP Morgan Chase Bank, N.A.
4 New York Plaza, 15th Floor
Mail Code: NY1-E182
New York, NY 10004-2413

401(k) Plan

Fidelity Investment Company

Plan Name - Advance 401(k) Plan

Plan Year: January 1 through December 31

Plan Number: 009

Customer Service  PH  800-835-5087

Website: www.401k.com
Plan Committee:
401(k) Plan Committee
c/o Michael P. Ply
The Grand Rapids Press
155 Michigan NW
Grand Rapids, MI 49503
PH (616) 222-5444

Agent for Service of Legal Process
401(k) Plan Committee
c/o Michael P. Ply
The Grand Rapids Press
155 Michigan NW
Grand Rapids, MI 49503

401(k) Plan Trustee
Fidelity Management Trust Company
82 Devonshire St.
Boston, MA 02109

Millennium Trust Company, LLC (Automatic Rollover)
820 Jorie Blvd. Suite 420
Oakbrook, IL 60523
PH (877) 682-4727
Fax: (630) 368-5697
Employee Assistance

We have an arrangement with a family assistance center to help you and your family with problems you may encounter, including financial, emotional, and alcohol or drug abuse problems. Help is provided on a completely confidential basis. The Company is involved only to the extent of paying fees.

Additional information can be obtained from your supervisor or by referring to the Company External Contact Listing Section.

Newspaper Discounts

The lifeblood of the newspaper is circulation. Every paid subscriber helps keep our circulation growing.

Classified Discounts

You are eligible for reduced rates for personal classified advertising.

Magazine Discounts

You may also purchase magazine subscriptions at half price from Condé Nast Publications such as: Bon Appétit, Brides, Details, GQ, Glamour, Golf Digest, The New Yorker, Self, Vanity Fair, Vogue, Wired, and Condé Nast Traveler. The selection may change yearly and is made available to you each November. Go to www.condenast.com/go/discount or call 1-800-666-4915 for additional information.
## 2011 Flex Credit Allocations and Weekly Benefits Costs

### Michigan Full Time

The number of Flex Credits you receive depends on the number of dependents you cover. The chart below shows how many Flex Credits you will receive, as well as how many Flex Credits you will need to apply for each benefit. Flex Credits are calculated on a weekly, per-paycheck basis. If you are not paid weekly, you will need to calculate your Flex Credit values accordingly. Depending on the coverage options you choose, you may have an unused Flex Credit balance.

You may use Flex Credits for the benefits listed in the first chart below. You may cash out any remaining Flex Credits to use them toward other after-tax benefits, such as Long-Term Disability or Supplemental Life Insurance. When you cash out your Flex Credits, the value of your remaining Flex Credits is added to your taxable compensation.

### HRA Company Contribution

<table>
<thead>
<tr>
<th>Medical Full Time</th>
<th>High</th>
<th>Company Flex Credit</th>
<th>Employee Deduction</th>
<th>Your New Weekly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,050.00</td>
<td>Employee Only</td>
<td>$84.73</td>
<td>$121.48</td>
<td>$36.75</td>
</tr>
<tr>
<td>$2,100.00</td>
<td>Employee + 1</td>
<td>$166.45</td>
<td>$238.64</td>
<td>$72.19</td>
</tr>
<tr>
<td>$3,150.00</td>
<td>Employee + 2,3,or 4</td>
<td>$261.82</td>
<td>$375.37</td>
<td>$113.55</td>
</tr>
<tr>
<td>$3,150.00</td>
<td>Employee + 5+</td>
<td>$313.51</td>
<td>$449.47</td>
<td>$135.96</td>
</tr>
<tr>
<td>$1,050.00</td>
<td>Domestic Partner</td>
<td>Additional Taxable Portion</td>
<td>$35.44</td>
<td></td>
</tr>
</tbody>
</table>

| Medium $750.00 | Employee Only | $84.73 | $112.98 | $28.25 |
| $1,500.00 | Employee + 1 | $166.45 | $221.94 | $55.49 |
| $2,250.00 | Employee + 2,3,or 4 | $261.82 | $349.10 | $87.28 |
| $2,250.00 | Employee + 5+ | $313.51 | $418.01 | $104.50 |
| $750.00 | Domestic Partner | Additional Taxable Portion | $27.24             |                      |

| Basic * | Employee Only | $84.73 | $99.61 | $14.88 |
| $0.00 | Employee + 1 | $166.45 | $195.69 | $29.24 |
| $0.00 | Employee + 2,3,or 4 | $261.82 | $307.81 | $45.99 |
| $0.00 | Employee + 5+ | $313.51 | $368.57 | $55.06 |
| $0.00 | Domestic Partner | Additional Taxable Portion | $14.36             |                      |

*HRA Balance is frozen*

| Waive | $19.23 | $0.00 | -$19.23 |

| Pass-Along Full Time | Employee Only | $22.59 |
| $0.00 | Employee + 1 | $44.39 |
| $0.00 | Employee + 2,3,or 4 | $69.82 |
| $0.00 | Employee + 5+ | $83.60 |
## Appendix – Flex Credits / Premium Costs

<table>
<thead>
<tr>
<th>Service</th>
<th>Full Time</th>
<th>100%</th>
<th>60%</th>
<th>Waive</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Dental</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single</td>
<td>$6.92</td>
<td>$9.23</td>
<td>$2.31</td>
<td></td>
</tr>
<tr>
<td>2- Person</td>
<td>$13.85</td>
<td>$18.46</td>
<td>$4.61</td>
<td></td>
</tr>
<tr>
<td>Family</td>
<td>$20.77</td>
<td>$27.69</td>
<td>$6.92</td>
<td></td>
</tr>
<tr>
<td>Domestic Partner</td>
<td>Additional Taxable Portion</td>
<td>$9.23</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Vision</strong></td>
<td></td>
<td></td>
<td></td>
<td>Waive</td>
</tr>
<tr>
<td>Single</td>
<td>$1.61</td>
<td>$1.61</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>2- Person</td>
<td>$1.61</td>
<td>$3.23</td>
<td>$1.62</td>
<td></td>
</tr>
<tr>
<td>Family</td>
<td>$1.61</td>
<td>$4.84</td>
<td>$3.23</td>
<td></td>
</tr>
<tr>
<td>Domestic Partner</td>
<td>Additional Taxable Portion</td>
<td>$1.62</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Short Term Disability</strong></td>
<td>100%</td>
<td>$13.85</td>
<td>$8.31</td>
<td>-$5.54</td>
</tr>
<tr>
<td>60%</td>
<td>$13.85</td>
<td>$8.31</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Final rates may vary due to rounding*
## COBRA Rates - 2011

<table>
<thead>
<tr>
<th>Plan Details</th>
<th>Plan Type</th>
<th>Employee Premium</th>
<th>Employee + 1 Dep Premium</th>
<th>Employee + 2, 3, or 4 Deps Premium</th>
<th>Employee + 5 or More Deps Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aetna / BCBS of DE - <strong>High</strong> PPO with HRA</td>
<td></td>
<td>$536.94</td>
<td>$1,054.79</td>
<td>$1,659.16</td>
<td>$1,986.66</td>
</tr>
<tr>
<td>Aetna / BCBS of DE - <strong>Medium</strong> PPO with HRA</td>
<td></td>
<td>$499.35</td>
<td>$980.95</td>
<td>$1,543.02</td>
<td>$1,847.60</td>
</tr>
<tr>
<td>Aetna / BCBS of DE - <strong>Basic</strong> PPO (No HRA)</td>
<td></td>
<td>$440.28</td>
<td>$864.93</td>
<td>$1,360.51</td>
<td>$1,629.06</td>
</tr>
<tr>
<td>Vision Service Plan (VSP)</td>
<td></td>
<td>$7.13</td>
<td>$14.26</td>
<td>$21.39</td>
<td></td>
</tr>
<tr>
<td>Aetna Dental Plan</td>
<td></td>
<td>$40.80</td>
<td>$81.60</td>
<td>$122.40</td>
<td></td>
</tr>
</tbody>
</table>
Comparing Your Medical Plan Options

The following charts provide an overview of the six medical plan options.

### High Coverage Medical Plan Option with HRA (Aetna and BCBS of DE)

<table>
<thead>
<tr>
<th>Plan Feature</th>
<th>In-network</th>
<th>Out-of-network</th>
<th>In-network</th>
<th>Out-of-network</th>
<th>In-network</th>
<th>Out-of-network</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company Contribution to the Health Reimbursement Account</strong></td>
<td>$1,050</td>
<td>$2,100</td>
<td>$3,150</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Deductible</strong></td>
<td>$1,000</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$4,000</td>
<td>$3,000</td>
<td>$6,000</td>
</tr>
<tr>
<td><strong>In-network</strong></td>
<td>$1,050</td>
<td>$2,100</td>
<td>$3,150</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Out-of-network</strong></td>
<td>$2,000</td>
<td>$4,000</td>
<td>$6,000</td>
<td>$12,000</td>
<td>$9,000</td>
<td>$18,000</td>
</tr>
<tr>
<td><strong>Coinsurance</strong></td>
<td></td>
<td></td>
<td></td>
<td>$3,000</td>
<td>$6,000</td>
<td>$12,000</td>
</tr>
<tr>
<td><strong>Preventive care visit</strong></td>
<td>100% (no deductible required)</td>
<td>100% (no deductible required)</td>
<td>100% (no deductible required)</td>
<td>100% (no deductible required)</td>
<td>100% (no deductible required)</td>
<td>100% (no deductible required)</td>
</tr>
<tr>
<td><strong>Out-of-network care is subject to R&amp;C limits.</strong></td>
<td></td>
<td></td>
<td></td>
<td>$3,000</td>
<td>$6,000</td>
<td>$12,000</td>
</tr>
<tr>
<td><strong>Physician visit</strong></td>
<td>90%</td>
<td>70%</td>
<td>90%</td>
<td>70%</td>
<td>90%</td>
<td>70%</td>
</tr>
<tr>
<td><strong>Inpatient hospital admission</strong></td>
<td>100%</td>
<td>70% after $200</td>
<td>100%</td>
<td>70% after $200</td>
<td>100%</td>
<td>70% after $200</td>
</tr>
<tr>
<td><strong>Out-of-Pocket Copayment</strong></td>
<td>$3,000</td>
<td>$6,000</td>
<td>$6,000</td>
<td>$12,000</td>
<td>$9,000</td>
<td>$18,000</td>
</tr>
</tbody>
</table>

**Aetna Prescription Drug Coverage** - Annual deductible $50, maximum 3 per family and eligible for HRA.

**Prescription Drugs Filled at a Retail Pharmacy (30-day supply)**

<table>
<thead>
<tr>
<th>Prescription type</th>
<th>Generic</th>
<th>Preferred</th>
<th>Non-Preferred</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coinsurance</td>
<td>90%</td>
<td>80%</td>
<td>70%</td>
</tr>
<tr>
<td>Minimum payment</td>
<td>$5</td>
<td>$10</td>
<td>$25</td>
</tr>
<tr>
<td>Maximum payment</td>
<td>$25</td>
<td>$50</td>
<td>$80</td>
</tr>
</tbody>
</table>

**Prescription Drugs Filled by Mail Order (90-day supply)**

<table>
<thead>
<tr>
<th>Prescription type</th>
<th>Generic</th>
<th>Preferred</th>
<th>Non-Preferred</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coinsurance</td>
<td>90%</td>
<td>80%</td>
<td>70%</td>
</tr>
<tr>
<td>Minimum payment</td>
<td>$10</td>
<td>$20</td>
<td>$50</td>
</tr>
<tr>
<td>Maximum payment</td>
<td>$50</td>
<td>$100</td>
<td>$160</td>
</tr>
</tbody>
</table>

**Specialty Drugs** - You’ll pay the lesser of 10% coinsurance or $100.

**Important**: The prescription out-of-pocket maximum is separate and independent from your medical plan out-of-pocket maximum. Prescription drug coinsurance amounts do not count toward your medical plan deductible or out-of-pocket maximum.
## Medium Coverage Medical Plan Option with HRA (Aetna and BCBS of DE)

<table>
<thead>
<tr>
<th>Plan Feature</th>
<th>Employee Only</th>
<th>Employee + One Dependent</th>
<th>Employee + Dependents</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>In-network</td>
<td>Out-of-network</td>
<td>In-network</td>
</tr>
<tr>
<td>Company Contribution to the</td>
<td>$750</td>
<td>$1500</td>
<td>$2250</td>
</tr>
<tr>
<td>Health Reimbursement Account</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deductible</td>
<td>$1,500</td>
<td>$3,000</td>
<td>$4,500</td>
</tr>
<tr>
<td>coinsurance</td>
<td></td>
<td>$3,000</td>
<td>$6,000</td>
</tr>
<tr>
<td>Preventive care visit</td>
<td>100% (no</td>
<td>100% (no deductible</td>
<td>100% (no deductible</td>
</tr>
<tr>
<td></td>
<td>deductible</td>
<td>required)</td>
<td>required)</td>
</tr>
<tr>
<td>Out-of-network care is subject</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>R&amp;C limits.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Physician visit</td>
<td>80%</td>
<td>60%</td>
<td>80%</td>
</tr>
<tr>
<td>Inpatient hospital admission</td>
<td>100% after</td>
<td>100% after $300</td>
<td>100% after $300</td>
</tr>
<tr>
<td>after $300 copayment</td>
<td>$300</td>
<td>copayment</td>
<td>copayment</td>
</tr>
<tr>
<td>Out-of-pocket Maximum</td>
<td>$4,000</td>
<td>$8,000</td>
<td>$12,000</td>
</tr>
<tr>
<td>Emergency room</td>
<td>$200</td>
<td>$200</td>
<td>$200</td>
</tr>
</tbody>
</table>

### Aetna Prescription Drug Coverage
- Annual deductible $100, minimum 3 per family and eligible for HRA
- Prescription Drugs Filled at a Retail Pharmacy (30-day supply)

<table>
<thead>
<tr>
<th>Prescription type</th>
<th>Generic</th>
<th>Preferred</th>
<th>Non-Preferred</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coinsurance</td>
<td>The plan pays 90%</td>
<td>The plan pays 80%</td>
<td>The plan pays 70%</td>
</tr>
<tr>
<td>Minimum payment that you’ll pay</td>
<td>$5</td>
<td>$10</td>
<td>$25</td>
</tr>
<tr>
<td>Maximum payment that you’ll pay</td>
<td>$25</td>
<td>$50</td>
<td>$80</td>
</tr>
</tbody>
</table>

- Prescription Drugs Filled by Mail Order (90-day supply)

<table>
<thead>
<tr>
<th>Prescription type</th>
<th>Generic</th>
<th>Preferred</th>
<th>Non-Preferred</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coinsurance</td>
<td>The plan pays 90%</td>
<td>The plan pays 80%</td>
<td>The plan pays 70%</td>
</tr>
<tr>
<td>Minimum payment that you’ll pay</td>
<td>$10</td>
<td>$20</td>
<td>$50</td>
</tr>
<tr>
<td>Maximum payment that you’ll pay</td>
<td>$50</td>
<td>$100</td>
<td>$160</td>
</tr>
</tbody>
</table>

Out-of-pocket maximum for retail and mail order prescriptions combined $1,550 per person up to $4,650 or three per family

Includes coinsurance payments.

## Specialty Drugs: You’ll pay the lesser of 10% coinsurance or $100

**Important**: The prescription out-of-pocket maximum is separate and independent from your medical plan out-of-pocket maximum. Prescription drug coinsurance amounts do not count toward your medical plan deductible or out-of-pocket maximum.
### Basic Coverage Medical Plan Option (Aetna and BCBS of DE)  
**Does not Include an HRA**

<table>
<thead>
<tr>
<th>Plan Feature</th>
<th>Employee Only</th>
<th>Employee + One Dependent</th>
<th>Employee + Dependents</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deductible</strong></td>
<td>$500</td>
<td>$1,000</td>
<td>$1,500</td>
</tr>
<tr>
<td><strong>Out-of-network</strong></td>
<td>$1,000</td>
<td>$2,000</td>
<td>$3,000</td>
</tr>
<tr>
<td><strong>Coinsurance</strong></td>
<td>100% (no deductible required)</td>
<td>100% (no deductible required)</td>
<td>100% (no deductible required)</td>
</tr>
<tr>
<td><strong>Preventive care visit</strong></td>
<td>100% (no deductible required)</td>
<td>100% (no deductible required)</td>
<td>100% (no deductible required)</td>
</tr>
<tr>
<td><strong>Physician visit</strong></td>
<td>80%</td>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td><strong>Inpatient hospital admission</strong></td>
<td>60% after $400 copayment</td>
<td>60% after $400 copayment</td>
<td>60% after $400 copayment</td>
</tr>
<tr>
<td><strong>Out-of-Pocket Maximum</strong></td>
<td>$6,500</td>
<td>$13,000</td>
<td>$19,500</td>
</tr>
<tr>
<td><strong>Includes deductible and coinsurance payments.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Copayment</strong></td>
<td><strong>You pay:</strong></td>
<td><strong>You pay:</strong></td>
<td><strong>You pay:</strong></td>
</tr>
<tr>
<td><strong>Emergency room</strong></td>
<td>$200</td>
<td>$200</td>
<td>$200</td>
</tr>
<tr>
<td><strong>Aetna Prescription Drug Coverage</strong> - Annual Deductible $250, maximum 3 per family.**</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Prescription Drugs Filled at a Retail Pharmacy (30-day supply)</strong></td>
<td><strong>Generic</strong></td>
<td><strong>Preferred</strong></td>
<td><strong>Non-Preferred</strong></td>
</tr>
<tr>
<td><strong>Coinsurance</strong></td>
<td>The plan pays:</td>
<td>The plan pays:</td>
<td>The plan pays:</td>
</tr>
<tr>
<td><strong>Minimum payment that you’ll pay</strong></td>
<td>90%</td>
<td>80%</td>
<td>70%</td>
</tr>
<tr>
<td><strong>Maximum payment that you’ll pay</strong></td>
<td>$5</td>
<td>$10</td>
<td>$25</td>
</tr>
<tr>
<td><strong>Prescription Drugs Filled by Mail Order (90-day supply)</strong></td>
<td><strong>Generic</strong></td>
<td><strong>Preferred</strong></td>
<td><strong>Non-Preferred</strong></td>
</tr>
<tr>
<td><strong>Prescription type</strong></td>
<td>The plan pays:</td>
<td>The plan pays:</td>
<td>The plan pays:</td>
</tr>
<tr>
<td><strong>Minimum payment that you’ll pay</strong></td>
<td>90%</td>
<td>80%</td>
<td>70%</td>
</tr>
<tr>
<td><strong>Maximum payment that you’ll pay</strong></td>
<td>$10</td>
<td>$20</td>
<td>$50</td>
</tr>
<tr>
<td><strong>Out-of-pocket maximum for retail and mail order prescriptions combined</strong></td>
<td>$2,100 per person up to $6,300 or three per family</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Includes coinsurance payments.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Specialty Drugs:** You’ll pay the lesser of 10% or $100.

**LifeStyle Drugs:** You’ll pay 40% up to a maximum of $100. For more information about LifeStyle Drugs go to [www.aetna.com](http://www.aetna.com).
Appendix – 2011 RHIPA Credits

RHIPA Credits 2011

In 2011, Eligible, Full-time Employees who complete the RHIPA service requirement will be credited with $2000.

Additional RHIPA Incentive Credits can be earned in the following ways:

- Active Participation in the Wellness Program as of September 1, 2011 $150
- Staying Tobacco Free for 12 months ending September 1, 2011 $150
- Enrolling in Medium Option Healthcare Plan for 2011 Plan Year $200
- Enrolling in Basic Option Healthcare Plan for 2011 Plan Year $550
- Opting out of Healthcare Plan for 2011 Plan Year $700
- Electing Single Coverage for 2011 Plan Year $150
- Spouse Opting-Out of Healthcare Plan for 2011 Plan Year $150

*Earned incentive credits will be added to the RHIPA in January 2012.
### Dental Benefits

<table>
<thead>
<tr>
<th>Type of Care</th>
<th>What Services Does It Cover?</th>
<th>How Much Does the Plan Pay?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preventive care</td>
<td>Regular cleanings and X-rays two times each year</td>
<td>The plan pays 100% up to R&amp;C limits. You pay any excess.</td>
</tr>
<tr>
<td>Basic restorative care</td>
<td>Fillings, root canals, periodontal maintenance, simple and surgical extractions, and oral surgery</td>
<td>After you meet the deductible, the plan pays 80%, up to R&amp;C limits, and you pay the remaining 20%.</td>
</tr>
<tr>
<td>Major restorative care</td>
<td>Inlays and onlays, other crowns, dentures and bridges, implants, and general anesthesia</td>
<td>After you meet the deductible, the plan pays 50%, up to R&amp;C limits, and you pay the remaining 50%.</td>
</tr>
<tr>
<td>Orthodontia for covered children up to age 19</td>
<td>Braces, and other appliances such as retainers, for children only</td>
<td>The plan pays 50% of these services up to a $1,000 lifetime individual maximum.</td>
</tr>
</tbody>
</table>

* The maximum deductible you will pay is $50 per person and $150 per family.
** If you go to an in-network provider you are not responsible for amounts above reasonable and customary.

Care is covered up to an annual maximum of $1,000 per person.

Reminder, you may not use your HRA account for dental services.
## Vision Care Plan

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Description</th>
<th>In-Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>You pay: Exam</td>
<td>Cost</td>
<td>You pay: $10 copayment</td>
<td>Up to $50 Allowance</td>
</tr>
<tr>
<td></td>
<td>Frequency</td>
<td>Onetime every 12 months</td>
<td></td>
</tr>
<tr>
<td>Frames</td>
<td>Retail Allowance</td>
<td>Up to $130 Allowance with 20% discount in excess of $130</td>
<td>Up to $70 Allowance</td>
</tr>
<tr>
<td></td>
<td>Frequency</td>
<td>Once every 24 months</td>
<td></td>
</tr>
<tr>
<td>Standard Plastic Lenses</td>
<td>Single Vision</td>
<td>$10 copayment</td>
<td>$50 copayment</td>
</tr>
<tr>
<td></td>
<td>Bifocal</td>
<td>$10 copayment</td>
<td>$78 copayment</td>
</tr>
<tr>
<td></td>
<td>Trifocal</td>
<td>$10 copayment</td>
<td>$100 copayment</td>
</tr>
<tr>
<td></td>
<td>Frequency</td>
<td>Once every 12 months</td>
<td></td>
</tr>
<tr>
<td>Contact Lenses</td>
<td>Conventional/Disposable</td>
<td>Up to $150 for contacts and contact lense exam</td>
<td>Up to $135 Allowance</td>
</tr>
<tr>
<td></td>
<td>Medically Necessary</td>
<td>$10 copayment</td>
<td>Up to $120 Allowance</td>
</tr>
<tr>
<td></td>
<td>Frequency</td>
<td>Once every 12 months</td>
<td></td>
</tr>
<tr>
<td>Vision Correction Surgery</td>
<td>LASIK/PRK</td>
<td>Plan provides 15% discount off regular price or 5% discount off promotional price for contracted facilities only</td>
<td>No benefit provided</td>
</tr>
</tbody>
</table>

### Reminder, you may not use your HRA account for vision services.

### Vision Discount

The Company offers a free vision discount program – you do not need to use Flex Credits for this discount. There is no need to enroll for this benefit; simply log on to [www.vsp.com](http://www.vsp.com) to find a participating vision care provider, you will receive discounts on lenses and frames.
## Overview of Life Insurance Options

<table>
<thead>
<tr>
<th>Coverage amount*</th>
<th>Basic Life</th>
<th>Accidental Death &amp; Dismemberment (AD&amp;D)</th>
<th>Supplemental Life*</th>
<th>Spouse/Tax-Qualified Same-Gender Domestic Partner Life*</th>
<th>Dependent Child Life Insurance*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>One times your salary</strong>, up to $500,000</td>
<td>Up to one times your salary**, with a $500,000 maximum, depending on accident</td>
<td>One to five times your salary**, up to $1.5 million and combined with basic life</td>
<td>Up to $200,000 in $25,000 increments</td>
<td>$10,000 per enrolled child</td>
<td></td>
</tr>
<tr>
<td><strong>Provided automatically at no cost to you</strong></td>
<td><strong>Provided automatically at no cost to you</strong></td>
<td>You cover with after-tax payroll contributions</td>
<td>You cover with after-tax payroll contributions</td>
<td>You cover with after-tax payroll contributions</td>
<td></td>
</tr>
<tr>
<td><strong>No</strong></td>
<td><strong>No</strong></td>
<td><strong>Yes</strong></td>
<td><strong>Yes</strong></td>
<td><strong>Yes</strong></td>
<td></td>
</tr>
</tbody>
</table>

*Maximum coverage amounts are not guaranteed and are subject to approval of our provider, Prudential. You may be required to provide Evidence of Insurability.

**Benefits for Life Insurance are based on your salary as of September 1, 2009.
### 2011 Employee Supplemental Life Insurance Rates

<table>
<thead>
<tr>
<th>Age Range</th>
<th>Monthly Cost Per One Thousand Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age 24 or younger</td>
<td>$0.05</td>
</tr>
<tr>
<td>25 - 29</td>
<td>$0.06</td>
</tr>
<tr>
<td>30 - 34</td>
<td>$0.08</td>
</tr>
<tr>
<td>35 - 39</td>
<td>$0.09</td>
</tr>
<tr>
<td>40 - 44</td>
<td>$0.10</td>
</tr>
<tr>
<td>45 - 49</td>
<td>$0.15</td>
</tr>
<tr>
<td>50 - 54</td>
<td>$0.23</td>
</tr>
<tr>
<td>55 - 59</td>
<td>$0.43</td>
</tr>
<tr>
<td>60 - 64</td>
<td>$0.66</td>
</tr>
<tr>
<td>65 - 69</td>
<td>$1.27</td>
</tr>
<tr>
<td>Age 70 and above</td>
<td>$2.06</td>
</tr>
</tbody>
</table>

### 2011 - Spouse / Tax-Qualified Same-Gender Domestic Partner Life Insurance Rates

<table>
<thead>
<tr>
<th>Age Range</th>
<th>Monthly Cost Per One Thousand Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age 24 or younger</td>
<td>$0.05</td>
</tr>
<tr>
<td>25 - 29</td>
<td>$0.06</td>
</tr>
<tr>
<td>30 - 34</td>
<td>$0.08</td>
</tr>
<tr>
<td>35 - 39</td>
<td>$0.09</td>
</tr>
<tr>
<td>40 - 44</td>
<td>$0.10</td>
</tr>
<tr>
<td>45 - 49</td>
<td>$0.15</td>
</tr>
<tr>
<td>50 - 54</td>
<td>$0.23</td>
</tr>
<tr>
<td>55 - 59</td>
<td>$0.43</td>
</tr>
<tr>
<td>60 - 64</td>
<td>$0.66</td>
</tr>
<tr>
<td>65 - 69</td>
<td>$1.27</td>
</tr>
<tr>
<td>Age 70 and above</td>
<td>$2.06</td>
</tr>
</tbody>
</table>

### 2011 Dependent Child Life Insurance Rate

Your monthly cost is $0.70 regardless of the number of children under the age of 19 you cover.
Appendix – 2011 Long Term Disability Duration by Age

**Long Term Disability Duration**

The following chart details the duration of the LTD benefit, which is based on your age at disability.

<table>
<thead>
<tr>
<th>When benefits begin</th>
<th>Plan benefits</th>
<th>Maximum benefit</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 52 weeks of disability</td>
<td>60% of your salary (offset by other disability benefits)</td>
<td>$10,000 a month</td>
<td><strong>Age at disability</strong></td>
</tr>
<tr>
<td>Under 63</td>
<td>To normal retirement age (see below) or 42 months if greater</td>
<td><strong>63</strong></td>
<td></td>
</tr>
<tr>
<td>64</td>
<td>30 months</td>
<td>65</td>
<td>24 months</td>
</tr>
<tr>
<td>65</td>
<td>21 months</td>
<td>67</td>
<td>18 months</td>
</tr>
<tr>
<td>66</td>
<td>15 months</td>
<td>69 or older</td>
<td>12 months</td>
</tr>
<tr>
<td>67</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>68</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>69 or older</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Normal retirement age is defined as the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by the date of birth as follows:

<table>
<thead>
<tr>
<th>Year of Birth</th>
<th>Normal Retirement Age</th>
</tr>
</thead>
<tbody>
<tr>
<td>1937</td>
<td>65</td>
</tr>
<tr>
<td>1938</td>
<td>65 + 2 months</td>
</tr>
<tr>
<td>1939</td>
<td>65 + 4 months</td>
</tr>
<tr>
<td>1940</td>
<td>65 + 6 months</td>
</tr>
<tr>
<td>1941</td>
<td>65 + 8 months</td>
</tr>
<tr>
<td>1942</td>
<td>65 + 10 months</td>
</tr>
<tr>
<td>1943 through 1954</td>
<td>66</td>
</tr>
<tr>
<td>1955</td>
<td>66 + 2 months</td>
</tr>
<tr>
<td>1956</td>
<td>66 + 4 months</td>
</tr>
<tr>
<td>1957</td>
<td>66 + 6 months</td>
</tr>
<tr>
<td>1958</td>
<td>66 + 8 months</td>
</tr>
<tr>
<td>1959</td>
<td>66 + 10 months</td>
</tr>
<tr>
<td>1960 or after</td>
<td>67</td>
</tr>
</tbody>
</table>
Appendix – QHS Participation Guide

Your 2011 Wellness Program Participation Guide

August 31 Compliance Deadline

Wellness Compliance Criteria 2011

In 2011, we will continue the Alere Program as well as the QHS’ Biometric Screenings and Quality Health Survey for employees and their dependents 19 and older; and we will also continue to include for employees your choice of:

- An online QHS Quality Health Program designed to help you adopt healthier behaviors (paper versions are also available)
- Personal interaction with a QHS Health Coach to help you discover motivation and confidence, overcome obstacles and identify resources to help you lead a healthier life.

To properly complete these programs, you must allow at least 30 days between each of 3 sessions online or with your Coach. That means it will take at least 3 full months to meet the requirements. To be on the safe side, we strongly urge you to implement your personal program no later than May 1.

Only employees with covered family members also in full compliance with the criteria described above as of August 31, 2011 will:

1) Avoid the Pass Along Rate in 2012.
2) Be able to select the High Option Healthcare Plan for 2012.
3) Earn RHIPA Wellness Incentive Credits for the 2011 Plan Year.

The Quality Health Online Programs and Coaching are offered by the <name of newspaper> and QHS at no cost to you and include:

- Exercising Regularly
- Healthy Eating
- Managing Cholesterol
- Managing High Blood Pressure
- Smoking Cessation
- Stress Management
- Weight Management
- Depression Prevention

A brochure from QHS, “Your 2011 Wellness Program Participation Guide”, containing more detail is attached for your convenience.

Again, please note that the deadline for compliance with the 2011 Wellness Program will be August 31, 2011. This is a firm deadline – no grace period in 2011! Only employees with covered family members also in compliance with the Wellness Program will avoid the Pass Along Rate in 2012.

We hope you will find these healthy lifestyle programs both rewarding and enjoyable.
Your 2011 Wellness Program Participation Guide

Employees and dependents age 19 or older must complete the program steps listed below between September 1, 2010 and August 31, 2011 in order to maintain compliance with the 2012 Wellness Program.

Step 1: Participate in the Biometric Screening
Step 1 applies to employees and dependents 19 and older.

- You may participate in a biometric screening offered at your worksite or with your personal health care provider. If you wish to complete the biometric screening with your health care provider, please obtain a copy of the Provider Health Screening Form from your HR department or by contacting QHS.

- QHS must receive your biometric screening results no later than August 31, 2011.

Step 2: Complete the Quality Health Survey
Step 2 applies to employees and dependents 19 and older.

- Log in to your QHS Homepage at www.qualityhealthsolutions.com/goodhealth

- Please contact QHS if you need login assistance.

- Click on the Quality Health Survey link to complete the survey. After you finish the survey, the date will be displayed on your Homepage which confirms you have successfully completed the survey.

- You must complete the Quality Health Survey no later than August 31, 2011.

Step 3: Complete Three Sessions with one Quality Health Program or a Quality Health Coach
Step 3 applies to employees only. Please choose one of the following options. In order to meet the program deadline, we strongly encourage you to get started right away.

- Option #1 – Quality Health Program (online programs) – You can access Quality Health Programs after completing the Quality Health Survey on your QHS Homepage. Please select one program to participate in and complete three program sessions 30 days apart within the selected Quality Health Program. Program sessions are available every 30 days, so be sure to get started at least four months prior to the deadline. Some examples of programs include: exercise management, stress management, weight management, and smoking cessation. Important! Employees must complete 3 sessions within the same program to be in compliance. If you cannot complete this online, please contact QHS for a paper version.

- Option #2 – Quality Health Coaching (telephonic) – You may also complete three sessions with a Quality Health Coach over the phone. Appointments can be scheduled once per week and take about 20 minutes. You choose the topics - common topics include stress management, lowering cholesterol or blood pressure, increasing activity and weight loss. Call 1-888-747-2829 to get started. Appointments fill up quickly, so get started early! You must complete three sessions if you choose this option.

- You must complete the three sessions with one Quality Health Program no later than August 31, 2011.

Step 4: Participate in Disease Management programs with Alere
Step 4 applies to employees and all covered family members.

- Any family member with asthma, diabetes, COPD, coronary artery disease or heart failure must participate with Alere in order for the employee to be considered compliant with the wellness program. Please call Alere at 1-888-209-8368.

- If you have questions, please call Quality Health Solutions toll-free at 1-888-747-4799 or email support@qualityhealthsolutions.com
As described in the *Advance 401(k) Plan Transition Brochure*, the investment lineup will include new investment options. Refer to this *Investment Options Guide* for a fund description of each investment option in the Advance 401(k) Plan.

### Stable Value Fund

**What It Is:** A commingled pool managed by Fidelity Management Trust Company (FMTC). This is not a mutual fund.

**Goal:** The objective is to provide principal preservation while earning a level of interest income consistent with the preservation of principal.

**What it invests in:** FMTC manages the active bond management strategy under a global wrap structure. The active management of the underlying bond portfolio seeks to achieve absolute and risk-adjusted total returns in excess of the Barclays Capital U.S. 1-5 Year Government/Credit Bond A+ Index primarily through investments in U.S. Treasuries, Agencies, Investment-Grade Corporate Bonds, Mortgage-Backed, and Asset-Backed securities. The assets are globally wrapped using fully participating synthetic wrap contracts. The fund maintains an investment in a Rule 2a-7 eligible money market fund to support the Fund’s liquidity needs. The primary risks associated with the Fund are credit risk and interest rate risk. Credit risk refers to the risk that an investment of the Fund is downgraded or that an issuer of such an investment is unable to meet its obligations. Interest rate risk refers to the negative impact that rising interest rates have on the market value of the Fund’s investments and, in turn, on the interest rate credited to the Fund’s participants. An investment in the Fund is not insured or guaranteed by FMTC, the plan sponsor(s), the FDIC or any other government agency. The investment contract and fixed income security commitments are backed solely by the financial resources of the issuer. Although the Fund seeks to maintain a stable value unit price, it is possible to lose money by investing in the Fund. The Fund’s unit return will vary.

**Short-term Redemption Fee Note:** None

**Who may want to invest:**
- Someone seeking income without the price fluctuation of stock or bond funds.

Barclays Capital U.S. 1-5 Year Government/Credit Bond A+ Index is a market value–weighted index of fixed-rate investment-grade debt securities with maturities from one to five years and rated A+ from the U.S. Treasury, U.S. Government-Related, and U.S. Corporate Indices.

The Stable Value Portfolio is a collective trust fund organized under regulations issued by the Office of the Controller of the Currency. The fund is not insured by the FDIC, Federal Reserve Bank, or the plan sponsor. The fund description was provided by Portfolio Manager.

The Stable Value Portfolio is managed by Fidelity Management Trust Company.

### Bond

**Diversified Domestic Bond Index Fund**

**What It Is:** A commingled pool managed by State Street Global Advisors ("SSgA"). This is not a mutual fund.

**Goal:** Seeks to provide investment results that correspond to the total return of the bonds in the Barclays Capital U.S. Aggregate Bond Index®.

**What it invests in:** The fund will attempt to invest in the securities comprising the index which includes US government, investment-grade corporate, mortgage-backed, and asset-backed securities, including U.S. dollar denominated bonds issued by foreign governments, agencies and corporations. The fund is a broadly diversified bond fund. SSgA’s process builds portfolios that match the major index characteristics, such as quality distribution, sector and interest rate exposure. The long-term goal is full index replication. In general the bond market is volatile,
and fixed income securities carry interest rate risk. (As interest rates rise, bond prices usually fall, and vice versa. This effect is usually more pronounced for longer-term securities.) Fixed income securities also carry inflation risk and credit and default risks for both issuers and counterparties. Unlike individual bonds, most bond funds do not have a maturity date, so avoiding losses caused by price volatility by holding them until maturity is not possible. Unit price, yield, and return will vary.

**Short-term Redemption Fee Note:** None

**Who may want to invest:**
- Someone seeking to match the average performance of the overall bond market as measured by the Barclays Capital U.S. Aggregate Bond Index.
- Moderate investors who are looking for a potentially higher return than a money market fund and who are willing to accept the greater investment risk of bonds of companies and government agencies.

Barclays Capital U.S. Aggregate Bond Index is a market value–weighted index of investment–grade fixed–rate debt issues, including government, corporate, asset–backed, and mortgage–backed securities, with maturities of one year or more.

The fund is managed by State Street Global Advisors, which provided the description for this fund.

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## Domestic Equity: Large Cap Value

**Active Domestic Equity Large Cap Value Fund**

**What It is:** A collective trust managed by Eaton Vance Management. This is not a mutual fund.

**Goal:** The fund seeks long-term total return primarily through investment in the stocks of domestic, large capitalization value stocks.

**What it invests in:** The fund primarily invests in a diversified portfolio of U.S. large-cap value company stock. Value stocks are common stocks that in the opinion of the investment manager are inexpensive or undervalued relative to the overall stock market with a focus on companies that exhibit strong business franchises with attractive Earnings Per Share (EPS) and dividend growth potential. The investment manager considers large-cap companies to be those with market capitalizations equal to or greater than the median of those companies included in the Russell 1000 Value Index. The Fund may invest up to 10% of its total assets in foreign companies and may invest in convertible debt securities (including securities rated below investment grade), which are subject to additional risks. The Fund may engage in derivative transactions that may expose the Fund to increased risk of principal loss. The value of Fund shares is sensitive to stock market volatility. Stock markets, especially foreign markets, are volatile and can decline significantly in response to adverse issuer, political, regulatory, market, or economic developments. Value stocks can perform differently than other types of stocks and can continue to be undervalued by the market for long periods of time. Unit price and return will vary.

**Short-term Redemption Fee Note:** None

**Who may want to invest:**
- Long-term investors seeking long term growth of capital and potential dividend income who are willing to accept the greater investment risk of stocks.

Managed by Eaton Vance Management, which provided the description for this portfolio.

Russell 1000 Value Index is a market capitalization–weighted index of those stocks of the 1,000 largest U.S. domiciled companies that exhibit value–oriented characteristics.

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## Domestic Equity: Small-Mid Cap Value

**Active Domestic Equity Small-Mid Cap Value Fund**

**What It Is:** A commingled pool managed by The Boston Company Asset Management. This is not a mutual fund.

**Goal:** The fund seeks long-term capital appreciation primarily through investment in the stocks of domestic, small and mid capitalization value stocks.

**Strategy:** The fund seeks to identify the stocks of small and mid cap U.S. companies which have compelling combinations of valuation, business fundamentals, and a catalyst for positive change. The investment manager determines the most compelling securities uncovered by its research and assembles them into portfolios which are diversified by individual security and economic sector. The securities of smaller, less well-known companies can be more volatile than those of larger companies. Stock markets are volatile and can decline significantly in response to...
adverse issuer, political, regulatory, market, or economic developments. Value stocks can perform differently than other types of stocks and can continue to be undervalued by the market for long periods of time. Unit price and return will vary.

**Short-term Redemption Fee Note:** None

**Who may want to invest:**
- Long-term investors who are seeking the potential for long-term capital appreciation.
- Someone who is willing to accept the generally greater price volatility associated with smaller companies.

Managed by The Boston Company Asset Management, which provided the description for this portfolio.

### Domestic Equity: Large Cap Blend

**Domestic Equity Large Cap Blend Index Fund**

**What It Is:** A commingled pool managed by State Street Global Advisors (“SSgA”). This is not a mutual fund.

**Goal:** Seeks to correspond to the total return performance of large company common stocks as represented by the S&P 500® Index (the "Index").

**What it invests in:** The fund seeks to replicate the returns and characteristics of the S&P 500® Index by purchasing each stock in the Index in approximately the same Index weight. Replication seeks low turnover, accurate tracking, and low costs. The approach is to buy and hold securities, trading only when there is a change to the composition of the Index or when cash flow activity occurs in the Fund. To provide 100% equity exposure, the base fund maintains a small (generally less than 5%) position in unleveraged S&P 500 stock index futures contracts. Futures help enable better tracking of Index returns and allow for greater liquidity. Stock markets are volatile and can decline significantly in response to adverse issuer, political, regulatory, market, or economic developments. Unit price and return will vary.

**Short-term Redemption Fee Note:** None

**Who may want to invest:**
- Someone who wants the potential for long-term growth of capital.
- Someone who is looking for the growth of capital and potential dividend income that is characteristic of larger companies.

Managed by State Street Global Advisors, which provided the description for this portfolio.

S&P 500 Index is a market capitalization–weighted index of 500 common stocks chosen for market size, liquidity, and industry group representation to represent U.S. equity performance.

### Domestic Equity: Small-Mid Cap Blend

**Domestic Equity Small-Mid Cap Blend Index Fund**

**What It Is:** A commingled pool managed by State Street Global Advisors (“SSgA”). This is not a mutual fund.

**Goal:** The Domestic Equity Small-Mid Cap Blend Index Fund seeks to replicate the returns and characteristics of the Russell Small Cap Completeness Index (the "Index") over the long term.

**What it invests in:** The Fund is managed using a "passive" or "indexing" approach, by which SSgA attempts to match, before expenses, the performance of the Index. SSgA will typically attempt to invest in the securities comprising the Index in the same proportions as they are represented in the Index. In some cases, it may not be possible or practicable to purchase all of the securities comprising the Index, or to hold them in the same weightings as they represent in the Index. In those circumstances, SSgA may employ a sampling or optimization technique to construct the portfolio in question. The Fund's returns may vary from the returns of the Index. Stock markets are volatile and can decline significantly in response to adverse issuer, political, regulatory, market, or economic developments. The securities of smaller, less well-known companies can be more volatile than those of larger companies. Unit price and return will vary.

**Short-term Redemption Fee Note:** None

**Who may want to invest:**
- Long-term investors who want the potential for long-term growth of capital.
- Someone who is comfortable taking on the greater degree of risk and volatility that is usually associated with investing in smaller, less established companies in exchange for potentially higher returns.

The Russell Small Cap Completeness measures the performance of the Russell 3000® Index companies excluding S&P 500 constituents.
Domestic Equity: Large Cap Growth

Active Domestic Equity Large Cap Growth Fund
What It Is: A separate account managed by Winslow Capital Management, Inc. This is not a mutual fund.
Goal: The fund seeks long-term capital appreciation primarily through investment in the stocks of domestic, large capitalization growth stocks.
What it invests in: The fund seeks to achieve its investment objective by investing in a diversified portfolio of U.S. large-cap company stock using a fundamental, bottom-up investment process which centers on identifying growth companies with the potential for above-average future earnings growth. Under normal market conditions, the fund invests primarily in growth companies which exhibit certain of the following characteristics: in industries with positive growth opportunities; identifiable and sustainable competitive advantages; a management team that can perpetuate the company’s competitive advantages; and high and preferably rising, return on invested capital. Stocks in the portfolio generally exceed $4 billion in market capitalization. The Fund may invest up to 20% of its net assets in non-U.S. equity securities including securities of emerging market issuers. There is no guarantee that the Fund will meet its investment objectives. The value of Fund shares is sensitive to stock market volatility. Stock markets, especially foreign markets, are volatile and can decline significantly in response to adverse issuer, political, regulatory, market, or economic developments. Foreign securities are subject to interest-rate, currency-exchange-rate, economic, and political risks, all of which are magnified in emerging markets. Growth stocks can perform differently from the market as a whole and other types of stocks and can be more volatile than other types of stocks. Unit price and return will vary.
Short-term Redemption Fee Note: None
Who may want to invest:
- Long-term investors seeking long term capital appreciation who are willing to accept the greater investment risk of stocks.

This is a separate account managed by Winslow Capital Management. This description was provided by Winslow Capital Management.

Domestic Equity: Small-Mid Cap Growth

Active Domestic Equity Small-Mid Cap Growth Fund
What It Is: A separate account available only to participants of Advance Publications 401(k) Plan managed by William Blair & Company. This is not a mutual fund.
Goal: The fund seeks long-term capital appreciation primarily through investment in the stocks of domestic, small and mid capitalization growth stocks.
Strategy: The fund will invest in a diversified portfolio of small and mid cap, growth-oriented U.S. companies. The market capitalizations of the individual portfolio holdings will be lower than that of the largest stock in the Russell Midcap Index at time of initial purchase. The investment philosophy is to focus on companies with above-average growth prospects where growth can be sustained. Companies in the portfolio may have business characteristics such as above average growth rates, franchises that are durable and sustainable, good managements, strong financials and conservative accounting with focus on cash-on-cash return. The securities of smaller, less well-known companies can be more volatile than those of larger companies. Growth stocks can perform differently from the market as a whole and other types of stocks and can be more volatile than other types of stocks. Stock markets are volatile and can decline significantly in response to adverse issuer, political, regulatory, market, or economic developments. Unit price and return will vary.
Short-term Redemption Fee Note: None
Who may want to invest:
- Long-term investors who are seeking the potential for long-term share-price appreciation.
- Someone who is willing to accept the generally greater price volatility associated both with growth-oriented stocks and with smaller companies.

Managed by William Blair & Company which provided the description for this portfolio.

Russell Midcap Index is a market capitalization-weighted index of medium-capitalization U.S. company stocks.
International Equity Index Fund

**What It Is:** A commingled pool managed by State Street Global Advisors (“SSgA”). This is not a mutual fund.

**Goal:** Seeks to match closely the performance of the Morgan Stanley Capital International All Country World Index ex-US (MSCI ACWI ex-US) Index while providing daily liquidity.

**What it invests in:** The fund seeks to replicate the MSCI ACWI ex-US Index by attempting to hold every security in the fund in its appropriate index weight. However, the strategy may not be perfectly weighted in every index constituent on a daily basis. The MSCI ACWI ex-US Index is designed to measure equity market performance in the global developed and emerging markets. The fund trades only when there is a change to the Index, when there are participant cash flows, or when significant dividend income into the fund is received. Foreign securities are subject to interest-rate, currency-exchange-rate, economic, and political risks, all of which are magnified in emerging markets. Stock markets, especially foreign markets, are volatile and can decline significantly in response to adverse issuer, political, regulatory, market, or economic developments. Unit price and return will vary.

**Short-term Redemption Fee Note:** None

**Who may want to invest:**
- Someone who wants to complement the performance of domestic investments with overseas investments, which can behave differently.
- Someone who is willing to accept the higher degree of risk associated with investing overseas in exchange for potentially higher returns.

Managed by State Street Global Advisors, which provided the description for this portfolio.

MSCI ACWI (All Country World Index) Index is a market capitalization weighted index that is designed to measure the investable equity market performance for global investors of developed and emerging markets.

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Target Date

**Target Retirement Date Fund - Retirement**

**What It Is:** A Lifecycle investment option (not a mutual fund) managed by BlackRock LifePath.

**Goal:** The fund seeks to meet the needs of those who are withdrawing money from their plan with what may be an appropriate blend of income and inflation protection. It does this by holding a mix of stocks (approximately 34%), fixed income and other instruments.

**What it invests in:** Each Target Date Fund is a broadly diversified portfolio, tailored to the time horizon of the fund. The fund manager uses quantitative methods to approximate an appropriate risk level for average investors at various stages in their working lives. The allocations are constantly monitored and rebalanced in an effort to maximize expected return for a given level of risk. The Retirement Fund is designed for participants who are close to, or already retired.

The Target Date Funds are subject to the volatility of the financial markets, including equity and fixed income investments in the U.S. and abroad and may be subject to risks associated with investing in high yield, small cap and foreign securities. Fixed income investments entail issuer default and credit risk, inflation risk and interest rate risk (as interest rates rise, bond prices usually fall and vice versa). This effect is usually pronounced for longer term securities. Principal invested is not guaranteed at any time, including at or after retirement. Unit price and return will vary.

**Short-term Redemption Fee Note:** None

**Who may want to invest:**
- Someone who seeks a professionally managed portfolio.
- Someone who does not feel comfortable making asset allocation choices over time.
- Someone who is at or near their retirement date.

Managed by BlackRock, which provided the description for this portfolio.

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**Target Retirement Date Fund - 2015**

**What It Is:** A Lifecycle investment option (not a mutual fund) managed by BlackRock LifePath. **Goal:** The fund seeks to maximize total return with a risk level that may be appropriate for the fund's particular timeframe.

**What it invests in:** Each Target Date Fund is a broadly diversified portfolio, tailored to the time horizon of the fund. The fund manager uses quantitative methods to approximate an appropriate risk level for average investors at
Appendix - Advance 401(k) Plan – Fidelity Funds

various stages in their working lives. The allocations are constantly monitored and rebalanced in an effort to maximize expected return for a given level of risk. The Target Retirement Date 2015 Fund is designed for participants who expect to retire between 2013 and 2017. The 2015 Fund will reach its most conservative risk level at the end of 2014, at which time it will be blended into the Retirement Fund, which is designed to potentially provide those who are withdrawing money from their plan with what may be an appropriate blend of income and inflation protection. It does this by holding a mix of stocks (approximately 34%), fixed income and other instruments.

The Target Retirement Date Funds are managed to gradually become more conservative over time as they approach their target date. The investment risks of this fund change over time as its asset allocation changes. They are subject to the volatility of the financial markets, including equity and fixed income investments in the U.S. and abroad and may be subject to risks associated with investing in high yield, small cap and foreign securities. Principal invested is not guaranteed at any time, including at or after their target dates. Unit price and return will vary.

Short-term Redemption Fee Note: None

Who may want to invest:

- Someone who seeks a professionally managed portfolio that becomes more conservative over time.
- Someone who does not feel comfortable making asset allocation choices over time.

Managed by BlackRock, which provided the description for this portfolio.

Target Retirement Date Fund - 2020

What It Is: A Lifecycle investment option (not a mutual fund) managed by BlackRock LifePath.

Goal: The fund seeks to maximize total return with a risk level that may be appropriate for the fund's particular timeframe.

What it invests in: Each Target Date Fund is a broadly diversified portfolio, tailored to the time horizon of the fund. The fund manager uses quantitative methods to approximate an appropriate risk level for average investors at various stages in their working lives. The allocations are constantly monitored and rebalanced in an effort to maximize expected return for a given level of risk.

The Target Retirement Date 2020 Fund is designed for participants who expect to retire between 2018 and 2022. The 2020 Fund will reach its most conservative risk level at the end of 2019, at which time it will be blended into the Retirement Fund, which is designed to potentially provide those who are withdrawing money from their plan with what may be an appropriate blend of income and inflation protection. It does this by holding a mix of stocks (approximately 34%), fixed income and other instruments.

The Target Retirement Date Funds are managed to gradually become more conservative over time as they approach their target date. The investment risks of this fund change over time as its asset allocation changes. They are subject to the volatility of the financial markets, including equity and fixed income investments in the U.S. and abroad and may be subject to risks associated with investing in high yield, small cap and foreign securities. Principal invested is not guaranteed at any time, including at or after their target dates. Unit price and return will vary.

Short-term Redemption Fee Note: None

Who may want to invest:

- Someone who seeks a professionally managed portfolio that becomes more conservative over time.
- Someone who does not feel comfortable making asset allocation choices over time.

Managed by BlackRock, which provided the description for this portfolio.

Target Retirement Date Fund - 2025

What It Is: A Lifecycle investment option (not a mutual fund) managed by BlackRock LifePath.

Goal: The fund seeks to maximize total return with a risk level that may be appropriate for the fund's particular timeframe.
**Appendix - Advance 401(k) Plan – Fidelity Funds**

**What it invests in:** Each Target Date Fund is a broadly diversified portfolio, tailored to the time horizon of the fund. The fund manager uses quantitative methods to approximate an appropriate risk level for average investors at various stages in their working lives. The allocations are constantly monitored and rebalanced in an effort to maximize expected return for a given level of risk.

The Target Retirement Date 2025 Fund is designed for participants who expect to retire between 2023 and 2027. The 2025 Fund will reach its most conservative risk level at the end of 2024, at which time it will be blended into the Retirement Fund, which is designed to potentially provide those who are withdrawing money from their plan with what may be an appropriate blend of income and inflation protection. It does this by holding a mix of stocks (approximately 34%), fixed income and other instruments.

The Target Retirement Date Funds are managed to gradually become more conservative over time as they approach their target date. The investment risks of this fund change over time as its asset allocation changes. They are subject to the volatility of the financial markets, including equity and fixed income investments in the U.S. and abroad and may be subject to risks associated with investing in high yield, small cap and foreign securities. Principal invested is not guaranteed at any time, including at or after their target dates. Unit price and return will vary.

**Short-term Redemption Fee Note:** None

**Who may want to invest:**
- Someone who seeks a professionally managed portfolio that becomes more conservative over time.
- Someone who does not feel comfortable making asset allocation choices over time.

Managed by BlackRock, which provided the description for this portfolio.

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**Target Retirement Date Fund - 2030**

**What It Is:** A Lifecycle investment option (not a mutual fund) managed by BlackRock LifePath.

**Goal:** The fund seeks to maximize total return with a risk level that may be appropriate for the fund's particular timeframe.

**What it invests in:** Each Target Date Fund is a broadly diversified portfolio, tailored to the time horizon of the fund. The fund manager uses quantitative methods to approximate an appropriate risk level for average investors at various stages in their working lives. The allocations are constantly monitored and rebalanced in an effort to maximize expected return for a given level of risk.

The Target Retirement Date 2030 Fund is designed for participants who expect to retire between 2028 and 2032. The 2030 Fund will reach its most conservative risk level at the end of 2029, at which time it will be blended into the Retirement Fund, which is designed to potentially provide those who are withdrawing money from their plan with what may be an appropriate blend of income and inflation protection. It does this by holding a mix of stocks (approximately 34%), fixed income and other instruments.

The Target Retirement Date Funds are managed to gradually become more conservative over time as they approach their target date. The investment risks of this fund change over time as its asset allocation changes. They are subject to the volatility of the financial markets, including equity and fixed income investments in the U.S. and abroad and may be subject to risks associated with investing in high yield, small cap and foreign securities. Principal invested is not guaranteed at any time, including at or after their target dates. Unit price and return will vary.

**Short-term Redemption Fee Note:** None

**Who may want to invest:**
- Someone who seeks a professionally managed portfolio that becomes more conservative over time.
- Someone who does not feel comfortable making asset allocation choices over time.

Managed by BlackRock, which provided the description for this portfolio.

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**Target Retirement Date Fund - 2035**

**What It Is:** A Lifecycle investment option (not a mutual fund) managed by BlackRock LifePath.

**Goal:** The fund seeks to maximize total return with a risk level that may be appropriate for the fund's particular timeframe.

**What it invests in:** Each Target Date Fund is a broadly diversified portfolio, tailored to the time horizon of the fund. The fund manager uses quantitative methods to approximate an appropriate risk level for average investors at various stages in their working lives. The allocations are constantly monitored and rebalanced in an effort to maximize expected return for a given level of risk.
The Target Retirement Date 2035 Fund is designed for participants who expect to retire between 2033 and 2037. The 2035 Fund will reach its most conservative risk level at the end of 2034, at which time it will be blended into the Retirement Fund, which is designed to potentially provide those who are withdrawing money from their plan with what may be an appropriate blend of income and inflation protection. It does this by holding a mix of stocks (approximately 34%), fixed income and other instruments.

The Target Retirement Date Funds are managed to gradually become more conservative over time as they approach their target date. The investment risks of this fund change over time as its asset allocation changes. They are subject to the volatility of the financial markets, including equity and fixed income investments in the U.S. and abroad and may be subject to risks associated with investing in high yield, small cap and foreign securities. Principal invested is not guaranteed at any time, including at or after their target dates. Unit price and return will vary.  

Short-term Redemption Fee Note: None

Who may want to invest:
- Someone who seeks a professionally managed portfolio that becomes more conservative over time.
- Someone who does not feel comfortable making asset allocation choices over time.

Managed by BlackRock, which provided the description for this portfolio.

Target Retirement Date Fund - 2040
What It Is: A Lifecycle investment option (not a mutual fund) managed by BlackRock LifePath.

Goal: The fund seeks to maximize total return with a risk level that may be appropriate for the fund's particular timeframe.

What it invests in: Each Target Date Fund is a broadly diversified portfolio, tailored to the time horizon of the fund. The fund manager uses quantitative methods to approximate an appropriate risk level for average investors at various stages in their working lives. The allocations are constantly monitored and rebalanced in an effort to maximize expected return for a given level of risk.

The Target Retirement Date 2040 Fund is designed for participants who expect to retire between 2038 and 2042. The 2040 Fund will reach its most conservative risk level at the end of 2039, at which time it will be blended into the Retirement Fund, which is designed to potentially provide those who are withdrawing money from their plan with what may be an appropriate blend of income and inflation protection. It does this by holding a mix of stocks (approximately 34%), fixed income and other instruments.

The Target Retirement Date Funds are managed to gradually become more conservative over time as they approach their target date. The investment risks of this fund change over time as its asset allocation changes. They are subject to the volatility of the financial markets, including equity and fixed income investments in the U.S. and abroad and may be subject to risks associated with investing in high yield, small cap and foreign securities. Principal invested is not guaranteed at any time, including at or after their target dates. Unit price and return will vary.

Short-term Redemption Fee Note: None

Who may want to invest:
- Someone who seeks a professionally managed portfolio that becomes more conservative over time.
- Someone who does not feel comfortable making asset allocation choices over time.

Managed by BlackRock, which provided the description for this portfolio.

Target Retirement Date Fund - 2045
What It Is: A Lifecycle investment option (not a mutual fund) managed by BlackRock LifePath.

Goal: The fund seeks to maximize total return with a risk level that may be appropriate for the fund's particular timeframe.

What it invests in: Each Target Date Fund is a broadly diversified portfolio, tailored to the time horizon of the fund. The fund manager uses quantitative methods to approximate an appropriate risk level for average investors at various stages in their working lives. The allocations are constantly monitored and rebalanced in an effort to maximize expected return for a given level of risk.

The Target Retirement Date 2045 Fund is designed for participants who expect to retire between 2043 and 2047. The 2045 Fund will reach its most conservative risk level at the end of 2044, at
which time it will be blended into the Retirement Fund, which is designed to potentially provide those who are withdrawing money from their plan with what may be an appropriate blend of income and inflation protection. It does this by holding a mix of stocks (approximately 34%), fixed income and other instruments.

The Target Retirement Date Funds are managed to gradually become more conservative over time as they approach their target date. The investment risks of this fund change over time as its asset allocation changes. They are subject to the volatility of the financial markets, including equity and fixed income investments in the U.S. and abroad and may be subject to risks associated with investing in high yield, small cap and foreign securities. Principal invested is not guaranteed at any time, including at or after their target dates. Unit price and return will vary.

**Short-term Redemption Fee Note:** None

**Who may want to invest:**
- Someone who seeks a professionally managed portfolio that becomes more conservative over time.
- Someone who does not feel comfortable making asset allocation choices over time.

Managed by BlackRock, which provided the description for this portfolio.

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**Target Retirement Date Fund – 2050**

**What It Is:** A Lifecycle investment option (not a mutual fund) managed by BlackRock LifePath.

**Goal:** The fund seeks to maximize total return with a risk level that may be appropriate for the fund's particular timeframe.

**What it invests in:** Each Target Date Fund is a broadly diversified portfolio, tailored to the time horizon of the fund. The fund manager uses quantitative methods to approximate an appropriate risk level for average investors at various stages in their working lives. The allocations are constantly monitored and rebalanced in an effort to maximize expected return for a given level of risk.

The Target Retirement Date 2050 Fund is designed for participants who expect to retire between 2048 and 2052. The 2050 Fund will reach its most conservative risk level at the end of 2049, at which time it will be blended into the Retirement Fund, which is designed to potentially provide those who are withdrawing money from their plan with what may be an appropriate blend of income and inflation protection. It does this by holding a mix of stocks (approximately 34%), fixed income and other instruments.

The Target Retirement Date Funds are managed to gradually become more conservative over time as they approach their target date. The investment risks of this fund change over time as its asset allocation changes. They are subject to the volatility of the financial markets, including equity and fixed income investments in the U.S. and abroad and may be subject to risks associated with investing in high yield, small cap and foreign securities. Principal invested is not guaranteed at any time, including at or after their target dates. Unit price and return will vary.

**Short-term Redemption Fee Note:** None

**Who may want to invest:**
- Someone who seeks a professionally managed portfolio that becomes more conservative over time.
- Someone who does not feel comfortable making asset allocation choices over time.

Managed by BlackRock, which provided the description for this portfolio.

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**Target Retirement Date Fund – 2055**

**What It Is:** A Lifecycle investment option (not a mutual fund) managed by BlackRock LifePath.

**Goal:** The fund seeks to maximize total return with a risk level that may be appropriate for the fund's particular timeframe.

**What it invests in:** Each Target Date Fund is a broadly diversified portfolio, tailored to the time horizon of the fund. The fund manager uses quantitative methods to approximate an appropriate risk level for average investors at various stages in their working lives. The allocations are constantly monitored and rebalanced in an effort to maximize expected return for a given level of risk.

The Target Retirement Date 2055 Fund is designed for participants who expect to retire between 2053 and 2057. The 2055 Fund will reach its most conservative risk level at the end of 2054, at which time it will be blended into the Retirement Fund, which is designed to potentially provide those who are withdrawing money from their plan with what may be an appropriate blend of
Appendix - Advance 401(k) Plan – Fidelity Funds

income and inflation protection. It does this by holding a mix of stocks (approximately 34%), fixed income and other instruments.

The Target Retirement Date Funds are managed to gradually become more conservative over time as they approach their target date. The investment risks of this fund change over time as its asset allocation changes. They are subject to the volatility of the financial markets, including equity and fixed income investments in the U.S. and abroad and may be subject to risks associated with investing in high yield, small cap and foreign securities. Principal invested is not guaranteed at any time, including at or after their target dates. Unit price and return will vary.

Short-term Redemption Fee Note: None

Who may want to invest:
- Someone who seeks a professionally managed portfolio that becomes more conservative over time.
- Someone who does not feel comfortable making asset allocation choices over time.

Managed by BlackRock, which provided the description for this portfolio.

Before investing in any mutual fund, please carefully consider the investment objectives, risks, charges and expenses. For this and other information, call or write Fidelity for a free prospectus or, if available, a summary prospectus. Read it carefully before you invest.

The plan is intended to be a participant-directed plan as described in Section 404(c) of ERISA, which means that fiduciaries of the Plan are ordinarily relieved of liability for any losses that are the direct and necessary result of investment instructions given by a participant or beneficiary.

Fidelity Brokerage Services LLC, Member NYSE, SIPC, 900 Salem Street, Smithfield, RI 02917
Appendix - Mylinks or Website Forms

Mylinks Forms The following Information Sheets and Forms are available on “Mylinks” which can be accessed through the Intranet. Or you may access the site directly by going to https://mylinks.newspapersupport.com/mi/. For additional information or forms visit the vendors website.

Payroll

- Direct Deposit – Additions, Updates and Changes are entered on the Employee Self Service Page found on “Mylinks” under “Payroll and Compensation”.

- W-4 Tax Information – You may Review or Change your current W-4 Tax Information on the Employee Self Service Page found on “Mylinks” under “Payroll and Compensation”.

- Pay Statements may also be viewed or printed on the Employee Self Service Page found on “Mylinks” under “Payroll and Compensation”.

Wellness Information

- Quality Health Solutions – Website: www.qualityhealthsolutions.com/goodhealth
  - Participation Guide
  - Health Screening Form

- Alere – Chronic Disease Management – Website: www.alere.com

Flexible Spending Accounts – WageWorks – Website: www.wageworks.com

- Wageworks Dependent Care Reimbursement Form (on website)

- Wageworks Health Care Reimbursement Form (on website)

Vision Service Plan – VSP – Website: www.vsp.com

- Eye Care Reimbursement (on website)

Hartford Short & Long Term Disability Forms

Click on the Hartford link or go to - www.TheHartfordAtWork.com for

- Short Term Disability Claim Instructions (on website)

- Long Term Disability Claim Instructions (on website)
**Prudential Life Insurance Forms** – Website: [www.prudential.com](http://www.prudential.com)

- Prudential Life Insurance Beneficiary Form
- Prudential Evidence of Insurability Form
- Prudential Long Term Care Information

**401(k) Plan** – Fidelity Investments – Website: [www.401k.com](http://www.401k.com)

- The Advance 401(k) Plan Beneficiary Form (on website)
- The Advance 401(k) Catch-up Form (employees 50 and older)

**Pension** – The Advance Pension Plan

- Pension Application (Form in HR)
The following Flex Benefits Information Sheets and Forms are available on “Mylinks” which can be accessed through the Intranet. Or you may access the website directly by going to https://mylinks.newspapersupport.com/mi/ and login to Employee Self-Service.

- Full-time Flex Benefit Enrollment Guide – 2011
- Full-time Power Point Presentation (Open Enrollment 2011)
- Full-time Company Benefits Enrollment / Change Form
- Enrollment Guide for Online Enrollment
- Full-time Flex Credits / Costs for 2011
- RHIPA Notification and Credits – 2011
- Cobra – 2011
- Benefit Comparison - 2011
Appendix – Aetna, Inc. Information & Forms

The following Aetna Guides and Forms are available on “Mylinks” which can be accessed through the Intranet. Or you may access the website directly by going to https://mylinks.newspapersupport.com/mi/

Additional information can be found on their website: www.aetna.com

Active Employees

- Aetna HealthFund High Option Open Choice PPO HRA Plan Design
- Aetna HealthFund Medium Option Open Choice PPO HRA Plan Design
- Aetna HealthFund Basic Option Open Choice PPO Plan Design
- Aetna Preventive Care Guidelines
- Aetna HRA HealthFund Information – See Plan Designs
- Aetna Medical Benefits Claim Form
- Aetna Prescription Drug Claim Reimbursement Form
- Aetna Dental Benefits Claim Form
- Aetna HRA Reimbursement Form (On website)
- Aetna Prescription Drug Mail Order Form (On website)
- Aetna Navigator – Member Website Information
Blue Cross Blue Shield of Delaware Information and Forms

The following BCBS of DE Guides and Forms are available on “Mylinks” which can be accessed through the Intranet. Or you may access the website directly by going to https://mylinks.newspapersupport.com/mi/

Additional information can be found on their website: www.bcbsde.com

To access your HRA information visit the Benny Card website at www.mybennycard.com

Active Employees

- Blue Cross Blue Shield of Delaware High Option HRA PPO Plan Design
- Blue Cross Blue Shield of Delaware Medium Option HRA PPO Plan Design
- Blue Cross Blue Shield of Delaware Basic Option PPO Plan Design
- BCBS of DE Adult and Child Preventive Care Schedule
- BCBS Benny Card Information (On website)
- BCBS of DE Medical Reimbursement Claim Form (On website)
- BCBS of De HRA Reimbursement Claim Form

Retirees

- BCBS of DE Early Retiree PPO Medical Plan Design